

CLERK'S CONTRACT and AGREEMENT COVER PAGE

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Innoprise Contract #: C21-0155

Year: 2021-2023

Amount:

Department: Public Works

Contract Type: Contractor

Contractors Name: Beverly Snow & Ice

Contract Description: Snow Services 2021-2023



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Beverly Snow and Ice FOR Snow Services

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made the 12th day of November, 2021, by and between the Village of Orland Park (hereinafter referred to as "VILLAGE") and Beverly Snow and Ice (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 Snow Services (hereinafter referred to as "Project", the "Work", or the "Services").

WITNESSETH:

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

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

- The Contractor's Proposal/Bid No. _____, and dated June 10, 2021; and/or
- Village of Orland Park ITB/RFP/Purchase Order No.RFP 21-031.

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

2. Payment:

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

- the amount(s) set forth on Exhibit A (the "Contractor's Proposal");
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$298,750.00 ("Contract Price")
- a not-to-exceed Proposal or Bid amount of \$, plus \$ 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 \$298,750.00 ("Contract Price")

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$298,750.00. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

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

- B. Invoices: The Contractor agrees to and shall prepare and submit:
- an invoice to the Village upon completion of and approval by the Village of the Work; or
 - invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt 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, 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.
- 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 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

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

- Scope of Services as set forth in the Contractor's proposal dated June 10, 2021 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. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than November 15 (hereinafter the "Commencement Date"), and shall be completed no later than March 15 (hereinafter the "Completion Date") for the three (3) contract years, with an option to renew for two (2) additional years at the Village's discretion, 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

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Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

- B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
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. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
 - C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully

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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. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

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

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope

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of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
- (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
 - (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).
- (v) Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
- (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for

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pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

- (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 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.
- (viii) Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
 - (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
 - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes

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liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

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

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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. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform

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this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - 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 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.

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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. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
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 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.
 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

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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.
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

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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. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,~~

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. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.

31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

33. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance

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within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 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. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Brian Fei
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6243
Facsimile: _____
Email: bfei@orlandpark.org

To the Contractor:

Name: Justin Hooker
Beverly Snow and Ice
16504 S. Dixie Highway
Markham, IL, 60428
Telephone: 708-331-8511
Facsimile: _____
e-mail: jhooker@beverlycompanies.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.

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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. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 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. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 39. Counterparts: 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

Beverly Snow and Ice

VILLAGE OF ORLAND PARK

By: E-SIGNED by Justin Hooker
on 2021-11-15 16:02:51 GMT

By: E-SIGNED by George Koczwara
on 2021-11-15 22:48:15 GMT

Name: Justin Hooker

Name: George Koczwara

Its Account Manager & Authorized Agent

Title: Village Manager

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EXHIBIT A

[ATTACH]

Scope of Work as set forth in Contractor's Proposal dated June 10, 2021
or Village RFP, ITB, and/or Purchase Order No. RFP 21-031 dated June 11, 2021

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

951443-02-16-16



Exhibit A

Main Headquarters
16504 S. Dixie Hwy
Markham, IL 60428
Landscaping and Snow Services

Phone: (708) 331-8511
Fax: (708) 331-4887
24 Hr Hotline: (708) 289-6066
www.BeverlySnow.com

Company Overview

Beverly Snow and Ice, Inc. (BSI) has been providing dependable, quality services to some of Chicagoland's finest businesses, both large and small, for over 16 years. We pride ourselves in building relationships with happy customers. Our service fleet includes an arsenal of various sized machinery that can be strategically selected to provide the service that is best fit for your needs. Our experienced equipment operators have what it takes to get the job done quickly, safely, and cost effectively.

BSI corporate headquarters is located at 16504 Dixie Highway, Markham, IL with various satellite locations in Stone Park, Elk Grove Village, Palatine, Hyde Park, 3200 W. Roosevelt in Chicago, Summit Argo, Tinley Park and Hammond, IN with more to come. These strategic locations help us efficiently service the entire Chicago land area.

BSI has a fully operational facility located at 1200 E Beecher Rd, Bristol, IL along with satellite locations set up throughout the Chicago metropolitan area.

Mission Statement

Provide a safe winter environment while delivering outstanding customer service. To be an industry leader in snow and ice removal by utilizing the latest technology, top of the line equipment and continually educating staff members to create innovative solutions for all customer needs.

Company Officers

James Esposito - President
Tom Marsan - Regional Manager
Alex Straughn - Operations Director
Don Kerwin - Regional Manager
Courtney Gordon - Accounts Manager
Dave Walsh - North Side Operations Manager
Amy Shantz - Office Manager



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Experience

Univeristy of Chicago Medicine Facilities 2010 to Present

- Entire hospital facility including 3 parking decks, ambulance bays, surrounding streets and various parking lots.
- A salt pile on site
- 2 Plow truck with V-box salt spreaders used on site.
- Maintain the site to zero tolerance specifications throughout snow events.
- 12 skid steers dedicated to site.

Gateway to the West Loop-Mariano's Parking Deck - 2017 to Present

- Parking Deck at Halsted and Madison Ave.
- 1 Skid Steer and 1 sidewalk laborer dedicated to site.
- Snow is relocated off site every plowable snow event.
- Pick up truck with vbox salt spreader for de-icing.
- Treated with liquid salt brine for de-icing when conditions warrant.

Fullerton Plaza Shopping Center 2017 to Present

- Shopping center on Fullerton and Elston Ave
- 2 Skid Steer with 10 foot pusher dedicated to site.
- Sidewalk tractor and 3 laborers dedicated to site.
- 1 Plow Truck with v-box salt spreader dedicated to site.
- Salt stored on site and storage container on site with sidewalk equipment and additional tool storage.

Tinley Park Convention Center and Holiday Inn 2009-Present

- 900,000 square foot parking lot
- A salt pile on site
- Wheel Loader with 20 foot pusher is left on site.
- Plow truck with V-box salt spreader is used on site
- 6 hours to plow and salt lot curb to curb
- Skid steer brought to site for blizzard conditions

Village of New Lenox - Metra Station 2011 to 2019

- 500,000 sq ft metra parking lot
- A salt pile on site
- 1 Plow truck with V-box salt spreader
- Skid steer with 10 foot pusher is left on site.
- 4 hours to plow and salt parking lot and sidewalks.
- Second skid steer brought to site for blizzard conditions



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Training Programs

BSI trains all of its operators prior to any work in the field. Each employee is given written instructions on the basics of plowing snow and applying deicers. Experienced supervisors then take employees into the equipment for hands on training to learn plow and salt spreader operations. New drivers will ride along with an experienced driver during a snow storm before driving themselves.

BSI employees will be dressed in winter coats and grey Beverly winter caps.

BSI has a 24-hour hotline, listed at top of page, for all snow related inquiries and emergencies. Justin Hooker, Account Rep, will always be available to the customer to take care of any problems or concerns.

The phone number of the site supervisor will be given to the customer for communication while work is taken place. Our dispatch number will also be supplied as an additional contact.

Quality Program

The site supervisor will oversee all employees to assure that work is being completed to specifications. Upper management will inspect site the day after a snow event to ensure all areas are cleared of snow properly and the correct amount of deicer is applied.

Call Desk and Emergency Procedures

BSI has employees on the clock the day after a snow event to handle any service calls. The office will receive the service call and relay the information to Dispatch. Dispatch will send the closest available piece of equipment. A work order will be sent and the work completed. At the completion of the work the driver will check in with on site contact to ensure service call was completed as needed. The work order will be completed the office will contact the customer to ensure completion.

PROPOSAL SUMMARY SHEET

21-031

Snow Services

Business Name: BEVERLY SNOW & ICE

Street Address: 16504 DIXIE HWY

City, State, Zip: MARKHAM IL 60428

Contact Name: JUSTIN HOOKER

Title: ACCOUNT MANAGER

Phone: 708-332-4911 Fax: 708 N/A

E-Mail address: jhooker@beverlycompanies.com

Bidders will be required to submit costs for Snow & Ice Removal based on the following Fee Schedule. Bidders will be compensated based on hourly rates for use of the specified equipment to perform the specified services that is selected, ie. Cul-de-sacs/elbows/dead-ends, parking lots, paths/sidewalks, and roadways. Bidders will be awarded this procurement not necessarily based on least cost, but rather to the contractor whose bid and documentation best meets the requirements of this document. The contractor shall provide all necessary labor, tools, equipment, materials, and supplies to complete the contracted work.

The bid shall include a detailed list of the equipment that the contractor will have available, including the following information for each piece of equipment:

1. The make and model of equipment
2. Age of equipment
3. Condition of equipment

All costs entered below shall be on an hourly rate for the 2021/2022, 2022/2023, and 2023/2024 Snow Seasons. Contractors will be given an opportunity to submit a percentage increase for the 2024/2025 and 2025/2026 seasons.

VILLAGE OF ORLAND PARK
 SNOW & ICE REMOVAL EQUIPMENT RATES
 2021/2022, 2022/2023, 2023/2024 SEASON

EQUIPMENT	HOURLY RATE
Semi/Bomber	\$ 125.00
Tandem Axle Dump (6 wheeler)	\$ 115.00
Single Axle Dump (3-ton)	\$ 105.00
Dump Truck (1-ton)	\$ 100.00
4WD Utility Truck (4WD Pickup)	\$ 95.00
Articulated Front End Loader	\$ 200.00
Backhoe	\$ N/A
Skidsteer	\$ 125.00
Sidewalk Snow Removal	\$ 60.00
Front End Loader (to load salt in vehicles)	\$ 200.00

Other (if applicable) Snowrotor	\$ 80.00
Other (if applicable) Sidewalk Tractor	\$ 95.00
Other (if applicable)	\$
Other (if applicable)	\$

ALTERNATE PRICING	
Percent (%) Increase for 2024/25 Snow Season	3 %
Percent (%) Increase for 2025/26 Snow Season	3 %

Please indicate which services you are able to perform as of November 15, 2021:

The Village will make every attempt to accommodate route preferences where practical; however, such accommodation cannot be guaranteed.

Parking Lots (See Exhibit A)

1. Number of Parking Lots Capable of Covering: 19

2. Parking Lot Preference (if multiple, check all that apply):

3. Salt Capability (if able to salt, also check all that apply):

- | | | | | |
|-------------------------------------|---|--------------------------|-------------------------------------|--------------|
| <input checked="" type="checkbox"/> | Police Station, 15100 S. Ravinia Ave | (PL 16-09) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Public Works | (PL 20-01) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Public Works Main Pump Station | (PL 16-03) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Sportsplex, 11351 W. 159 th St. | (PL 19-01) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Orland Park Health and Fitness, 5430 West Ave. | (PL 16-01) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | 143 rd Metra Lots north/south, 9750 142 nd St. | (PL 04-01 thru 04-05) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | 153 rd Metra Lots east/west of railroad, 10401 153 rd St. | | | |
| <input checked="" type="checkbox"/> | 15501 Park Station Blvd | (PL 16-10, 17-01, 17-02) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | 179 th Metra Lot, 11751 179 th St. | (PL 31-02) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | John Humphrey Complex, 14825 West Ave | (PL 09-06) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Franklin Loebe Center (FLC), 14650 S. Ravinia Ave. | (PL 09-09) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Civic Center, 14750 S. Ravinia Ave | (PL 09-03) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Village Hall, 14700 S. Ravinia Ave | (PL 09-12) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Cultural Arts Center/RDC Site, 14760 Park Lane | (PL 09-05, 09-10) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Recreation Administration, 14600 S. Ravinia Ave | (PL 09-08) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | History Museum, 14415 Beacon Ave | (PL 09-04) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | George Brown Commons-Veterans, 15045 West Ave | (PL 09-07) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Centennial Park Fun Drive/Ice Rink Lot | (PL 16-04, 16-05) | <input checked="" type="checkbox"/> | Able to salt |
| <input checked="" type="checkbox"/> | Centennial Park Ball Field, Pool, Marina Lots | (PL 16-06 thru 16-08) | <input checked="" type="checkbox"/> | Able to salt |

Paths and Sidewalks (See Exhibit A)

1. Number of Routes Capable of Covering: 17

2. Route Preference (if multiple, check all that apply):

3. Salt Capability (if box checked for route, assumption is vendor has salt equipment):

- Route 1**
- 143rd Metra Station/Crescent Park #1, #12
 - Village Hall/Civic Center/FLC #2, #3
 - Recreation Administration #4, #9
 - Old Village Hall (Museum) #5
 - John Humphrey Complex #6, #11
 - Police #7
 - OP Health & Fitness #8
 - Ravinia Ave Path (no salt) #10



Route 2

- OP Health & Fitness #1
- Police #2
- Sportsplex #3
- 179th Metra Station (no salt) #4, #9
- 153rd Metra Station (no salt) #5
- Cultural Art Center #6
- George Brown Commons #7
- Centennial Park Path System #8, #10
- Public Works (no salt)

Cul-de-Sac, Elbows, and Dead-ends Routes (See Exhibit B, Labeled "Court")

1. Number of Routes Capable of Covering: 0
2. Route Preference (if multiple, check all that apply):
3. Salt/Brine Capability (if able to salt or able to pre-treat or use brine, check all that apply):

- | | | |
|-----------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Route A1 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route A2 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route A3 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route A4 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route A5 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route A6 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route A7 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route A8 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route B1 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route B2 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route B3 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route B4 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route B5 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route C1 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route C2 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route C3 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |
| <input type="checkbox"/> Route C4 | <input type="checkbox"/> Able to salt | <input type="checkbox"/> Able to pre-treat/use brine |

Road Routes (See Exhibit B- Labeled "Float, or "Primary/Secondary" for Route)

1. Number of Routes Capable of Covering: 1
2. Route Preference (if multiple, check all that apply):
3. Salt/Brine Capability (if box checked for route, assumption is vehicles have salting and brine equipment capability):

- Float Route 1
- Float Route 2
- Float Route 3
- Float Route 4
- Float Route 5
- Route A1
- Route A2
- Route A3
- Route A4
- Route A5
- Route A6
- Route A7
- Route A8
- Route B1
- Route B2
- Route B3
- Route B4
- Route B5
- Route C1
- Route C2
- Route C3
- Route C4

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: JUSTIN HOOVER

Signature of Authorized Signee: [Signature]

Title: [Signature] Date: 6-10-2021

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned JUSTIN HOOKER, as ACCOUNT MANAGER,
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of BEVERLY SNOW AND ICE, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 27-3045089
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation ILLINOIS 7/15/2020
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

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

3) SEXUAL HARRASSMENT POLICY: 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 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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

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

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:** Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (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.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

JUSTIN HOOKER

Name of Authorized Officer

ACCOUNT MANAGER

Title

6-10-2021

Date

 **ORLAND PARK**
INSURANCE REQUIREMENTS

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: (CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory
Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella - Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

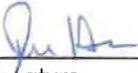
PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date & Deductible

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

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

ACCEPTED & AGREED THIS 10 DAY OF JUNE, 2021



Signature

Justin Hacker Account Manager

Printed Name & Title

Authorized to execute agreements for:

Beverly Snow and ICE

Name of Company



Beverly Snow & Ice Contact List

Courtney Gordon/Customer Service: (708) 331-8511

- Service Request or Emergency Service

Tom Marsan/Account Manager: (708) 670-2346

- Available 24/7
- City Area Manager

Alex Straughn/South Area Manager: (708) 516-7826

Don Kerwin/West Area Manager: (630) 235-1867

Dave Walsh/North Area Manager: (708) 670-6276

Amy Shantz/Accounting-Billing (708) 972-3938

- Billing Questions

REFERENCES

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

Bidder's Name: BEVERLY SNOW & ICE
(Enter Name of Business Organization)

1. ORGANIZATION UNIVERSITY OF CHICAGO HOSPITAL CAMPUS
ADDRESS 850 E. 58TH STREET CHICAGO, IL 60637
PHONE NUMBER 773-702-5714
CONTACT PERSON DAVE DAVDELL
YEAR OF PROJECT 2015 TO PRESENT

2. ORGANIZATION ADVocate CHRIST HOSPITAL
ADDRESS 4440 W. 95TH STREET OAK LAWN, IL 60453
PHONE NUMBER 708-707-7866
CONTACT PERSON BOB BLAZENJA
YEAR OF PROJECT 2019-2022

3. ORGANIZATION CITY OF WHEATON
ADDRESS 303 W. WESLEY STREET WHEATON, IL 60187
PHONE NUMBER 630-260-2166
CONTACT PERSON NATHAN PLUNKETT
YEAR OF PROJECT 2018- PRESENT



ORLAND PARK

21-031

Snow Services

REFERENCES

List below other organizations (users of similar size and structure to Orland Park preferred) for which these or other similar services have been provided:

Agency Name: CITY OF WHEATON
 Address: 303 W WESLEY STREET
 Village, State, Zip Code: WHEATON, IL, 60287
 Telephone Number: 630-260-2166
 Contact Person: NATHAN PLUNKETT
 Dates of Service: 2018 - PRESENT

Agency Name: CITY OF NAPERVILLE
 Address: 400 S. EARLE STREET
 Village, State, Zip Code: NAPERVILLE, IL 60540
 Telephone Number: 630-548-1166
 Contact Person: VERENA NUÑEZ
 Dates of Service: 2019 - PRESENT

Agency Name: VILLAGE OF NEW LENOX
 Address: 2 VETERAN'S PARKWAY
 Village, State, Zip Code: NEW LENOX, IL 60451
 Telephone Number: 815-215-4800
 Contact Person: BRIAN WILLIAMS
 Dates of Service: 2019

LOCATION OF WORK AND SPECIFICATIONS:

The Parking Lots and sidewalk/path maps for this RFP #21-031 are attached as *Exhibit A*.
Exhibit A- Parking Lots and sidewalk/path maps

The Roadway routes to include cul-de-sac, elbows and dead-ends for this RFP #21-031 are attached as *Exhibit B*.

Exhibit B- Roadway routes to include cul-de-sac, elbows and dead-ends

Beverly Snow & Ice Equipment List

Trucks

Year	Make	Model
2015	Chevrolet	Silverado 1500
2017	Chevrolet	Silverado 1500
2018	Chevrolet	Silverado 1500
2018	Chevrolet	Silverado 1500
2015	Chevrolet	Silverado 2500
2016	Chevrolet	Silverado 2500
2016	Chevrolet	Silverado 2500
2016	Chevrolet	Silverado 2500
2018	Chevrolet	Silverado 2500
2018	Chevrolet	Silverado 2500
2015	Chevrolet	Silverado 3500
2019	Ford	F150
2019	Ford	F350 Serv
2019	Ford	F350 Serv
2012	Ford	F450
2013	Ford	F150
2015	Ford	F450
2018	Ford	F-150 Ext
2015	Ford	F550
2019	Ford	F250
2019	Ford	F550
2019	Ford	F150 Ext
2019	Ford	F150 Ext
2016	Toyota	Tacoma
2016	Toyota	Tacoma
2015	Toyota	Tacoma
2015	Toyota	Tacoma
2016	Toyota	Tacoma

2016	New Holland	L228
2016	New Holland	L228 HF
2020	Caterpillar	262D3 Hi Flow
2020	Caterpillar	262D3 Hi Flow
2020	Caterpillar	262D3 Hi Flow
2020	Caterpillar	262D3 Hi Flow
2020	Caterpillar	262D3
2020	Caterpillar	262D4

Wheel Loaders

2020	Caterpillar	908M
2020	Caterpillar	908M
2019	Caterpillar	950M
2019	Caterpillar	926M

Sidewalk Machines

2019	Toro	Snowrator
2020	Toro	Snowrator

2018	MB	36" Walk Behind Broom
2018	MB	36" Walk Behind Broom
2018	MB	36" Walk Behind Broom
2018	MB	36" Walk Behind Broom

AMENDMENT OF POLICY

This endorsement, effective 6/19/21

Forms a part of the policy No. CL0234190

Issued to BEVERLY ENVIRONMENTAL LLC

By PEKIN INSURANCE COMPANY

It is agreed that as of the effective date of this endorsement this policy is amended in the following particulars:

CG20101001 - BLANKET

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY AND ALL ENTITIES WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
- 2. Exclusions**
This insurance does not apply to “bodily injury” or “property damage” occurring after:
- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

AMENDMENT OF POLICY

This endorsement, effective 6/19/21

Forms a part of the policy No. CL0234190

Issued to BEVERLY ENVIRONMENTAL LLC

By PEKIN INSURANCE COMPANY

It is agreed that as of the effective date of this endorsement this policy is amended in the following particulars:

CG20371001 - BLANKET

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY AND ALL ENTITIES WHERE REQUIRED BY WRITTEN CONTRACT

Location And Description of Completed Operations:

ANY AND ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the schedule of this endorsement performed for that insured and included in the “products-completed operations hazard”.

AMENDMENT OF POLICY

This endorsement, effective 6/19/21

Forms a part of the policy No. CL0234190

Issued to BEVERLY ENVIRONMENTAL LLC

By PEKIN INSURANCE COMPANY

It is agreed that as of the effective date of this endorsement this policy is amended in the following particulars:

CG20100704 - BLANKET

COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
ANY AND ALL ENTITIES WHERE REQUIRED BY WRITTEN CONTRACT	ANY AND ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

AMENDMENT OF POLICY

This endorsement, effective 6/19/21
Forms a part of the policy No. CL0234190
Issued to BEVERLY ENVIRONMENTAL LLC
By PEKIN INSURANCE COMPANY

It is agreed that as of the effective date of this endorsement this policy is amended in the following particulars:

CG20370704 - BLANKET

COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location And Description Of Completed Operations
ANY AND ALL ENTITIES WHERE REQUIRED BY WRITTEN CONTRACT	ANY AND ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Coverages provided by this endorsement are subject to the provisions applying to the **Business Auto Coverage Form** unless otherwise noted. All policy provisions not in conflict with this endorsement shall apply. This endorsement is a valid part of the policy only when the form number is shown in the Declarations. The policy's deductible provisions will apply unless otherwise noted.

The following changes apply to **SECTION II - LIABILITY**:

1. Broad Form Insureds

A. Newly Formed Or Acquired Organizations

The following is added as an "insured" under **A.1. Who Is An Insured**:

a. Any organization you newly form or acquire, other than:

- (1) A partnership, joint venture, or limited liability company; or
- (2) An organization excluded either by the provisions of this **Business Auto Coverage Form**, or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

b. This insurance does not apply to:

- (1) Any newly formed or acquired organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for such automobile policy's termination or the exhaustion of such automobile policy's limits of insurance;
- (2) "Bodily injury", "property damage" or "covered pollution cost or expense" resulting from an "accident" that occurred before you acquired or formed the organization.

c. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. Employees As Insureds

The following is added as an "insured" under **A.1. Who Is An Insured**:

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

C. Employees As Insureds- Autos Hired In The Employees' Name

The following is added as an "insured" under **A.1. Who Is An Insured**:

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

b. With respect to coverage afforded under this section of the endorsement, paragraph **5.b.** of the **Other Insurance** Condition is removed and replaced by the following:

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

(a) Any covered "auto" you lease, hire, rent or borrow; and

- (b) Any covered "auto" hired or rented by your "employee" under a written contract in the "employee's" own name and executed prior to the "loss" for which coverage is sought, with your permission, while performing duties related to the conduct of your business.

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

D. Additional Insured - When Required By Written Contract - Primary and Noncontributory

The following is added as an "insured" under **A.1. Who Is An Insured:**

- a. Any person or organization is an "insured" for liability coverage as afforded under **SECTION II - LIABILITY COVERAGE**, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought, that you must add that person or organization as an additional "insured" on a policy of automobile liability insurance (hereinafter referred to as the "Additional Insured").

The "Additional Insured" is covered only with respect to vicarious liability for "bodily injury", "property damage" or "covered pollution cost or expense" resulting from your ownership, maintenance, or use of a covered "auto" during the "Policy Period".

- b. It is further understood that the designation of any person or organization as an "Additional Insured" does not increase the scope or limits of coverage afforded by this policy.
- c. **C. Limits of Insurance** is amended to include:
 - (1) The limits of insurance applicable to the "Additional Insured" are:

- (a) those specified in the written contract that requires the person or organization to be added as an "Additional Insured"; or

- (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page.

- d. When required under a written contract with the "Additional Insured" which is executed prior to "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought by the "Additional Insured" hereunder, the coverage provided to the "Additional Insured" under this endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the "Additional Insured" is listed as a Named Insured.
- e. If an endorsement is attached to this coverage form or policy that specifically names a person or organization as an "insured" or additional "insured", then coverage under this endorsement does not apply to that entity.

2. Broadened Supplementary Payments

- a. Under **2. Coverage Extensions**, Paragraph **2.a.(2)** of **Supplementary Payments** is removed and replaced by:
 - (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- b. Under **2. Coverage Extensions**, Paragraph **2.a. (4)** of **Supplementary Payments** is removed and replaced by:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

- 3. Amended Fellow Employee Exclusion**
- a. Under **B., Exclusions, 5. Fellow Employee** exclusion is removed and replaced by:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph a. above.

But this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.

The following changes apply to **SECTION III - PHYSICAL DAMAGE COVERAGE:**

1. Towing and Labor

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, 2. Towing** is replaced by the following:

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger vehicle or "light truck".
- b. \$150 for a covered "auto" rated and classified as a "medium truck".

However, labor must be performed at the place of disablement.

c. With respect to this section of this endorsement, the following definitions are added under **SECTION V - DEFINITIONS:**

- (1) "Light truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,000 pounds or less.
- (2) "Medium truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,001-20,000 pounds.

- (3) "Gross Vehicle Weight" (GVW) means the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

2. Broadened Transportation Expenses Including Limited Rental Reimbursement Coverage

Under **4. Coverage Extensions, a., Transportation Expenses** is removed and replaced by:

a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$2,250 for necessary and actual temporary transportation expense incurred by you because of a "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in (1) or (2) below:

(1) We will pay the above temporary transportation expense because of the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto". We will only pay for such expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

(2) For "loss" other than the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto" or for a "loss" under Collision Coverage to that covered "auto", we will pay the above temporary transportation expense because of "loss" to that covered "auto" rendering the covered "auto" inoperable. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of:

- (a) the number of days reasonably required to repair or replace the covered "auto"; or
- (b) 30 days.

(3) This coverage extension does not apply while there are spare or reserve "autos" available to you for your operations.

(4) The Broadened Transportation Expenses Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on **Rental Reimbursement Coverage Endorsement CA9923** attached to this coverage form.

3. Accidental Discharge Of An Airbag

a. Under **B., Exclusions, 3.** is removed and replaced by:

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, "loss" due to mechanical and electrical breakdown does not apply to the accidental discharge of an airbag. Coverage for accidental discharge of an airbag is excess over any other collectable insurance or warranty.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. Audio, Visual And Data Electronic Equipment Increased Limit

a. Under **C. Limit Of Insurance, 2.** is removed and replaced by:

2. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment as described in Paragraphs **2.a.** and **2.b.** above.

d. The Audio, Visual And Data Electronic Equipment Increased Limit Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on **Audio, Visual And Data Electronic Equipment Coverage Added Limits Endorsement CA9960** or **Loss Payable Clause - Audio, Visual And Data Electronic Equipment Coverage Added Limits Endorsement CA9961** attached to this policy or coverage form.

5. Glass Repair - Waiver Of Deductible

a. Under Paragraph **D. Deductible**, for "loss" covered under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage otherwise covered under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if the glass is repaired rather than replaced.

6. Collision Deductible Amendment For Loss To Two (or More) Covered Autos In One Accident

a. If a Collision "loss" from one "accident" involves two or more covered "autos" under this policy or coverage form, only the highest deductible applicable to those coverages will be applied to the "loss", if the cause of "loss" is covered for those vehicles. This provision only applies if you carry Collision Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

7. Hired Auto Physical Damage Coverage (Limited)

Under Paragraph **A. Coverage** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

a. If hired "autos" are covered "autos" for Liability Coverage in this policy or coverage form and if Comprehensive or Collision coverages are provided under this policy or coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire subject to the following additional provisions:

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

(a) The actual cash value of the damaged or stolen property at the time of the "loss" ;

(b) The cost of repairing or replacing the damaged or stolen property, with other property of like kind or quality; or

(c) \$75,000

whichever is smallest, minus a deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Hired Auto Physical Damage Coverage is excess over any other collectible insurance.

(4) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own scheduled in the Declarations under this policy or coverage part.

(5) This extension of coverage does not apply to:

(a) Any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households; or

(b) Any "auto" you hire or borrow:

(i) For a period of more than 30 days; or

(ii) With a driver.

b. For any "auto" which is a covered "auto" under this extension, **7. Hired Auto Physical Damage Coverage (Limited)**, and subject to the coverages provided to 7.a. above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:

(1) Such "auto" is rented or hired under a written rental contract or agreement executed prior to "loss" of such "auto" for which coverage is sought;

(2) Such loss of use is a direct consequence of a "loss" covered under this extension, **7. Hired Auto Physical Damage Coverage (Limited)**:

(a) For which an "insured" is legally responsible; and

(b) As a result of which the rental agency sustains a monetary "loss";

(3) The most we will pay for any expenses for loss of use is \$50 per day, subject to a maximum of \$1,500; and

(4) With respect to coverage afforded by this section of the endorsement, Paragraph **b. Loss Of Use Expenses** of Paragraph **4. Coverage Extensions** in **SECTION III - PHYSICAL DAMAGE COVERAGE** does not apply.

Coverage under this extension, **7. Hired Auto Physical Damage Coverage (Limited)** will be excess over any other valid and collectible insurance available to the "insured", except that no coverage will be afforded if any physical damage coverage is provided for hired or borrowed "autos" under **ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS** in the **BUSINESS AUTO DECLARATIONS** in this policy or coverage form (or which would have been provided except for the application of an exclusion).

8. Loan Or Lease GAP Coverage

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added under **4. Coverage Extensions**:

a. In the event of a "total loss" to a covered "auto" which is either owned by you or is leased by you for a period of 6 consecutive months or longer, we will pay any unpaid amount due on the original lease or loan for a covered "auto" which carries Comprehensive and Collision Coverage on the Business Auto Coverage form to which this endorsement attaches. The amount payable will be reduced by:

(1) The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and

(2) Any:

(a) Overdue lease/loan payments at the time of the "loss";

(b) Deductibles applicable under **SECTION III - PHYSICAL DAMAGE COVERAGE**;

(c) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(d) Security deposits not refunded by the lessor;

(e) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(f) Carry-over balances from previous loans or leases.

b. With respect to this section of the endorsement, the following definition is added under **SECTION V - DEFINITIONS**:

"Total loss" means a "loss" in which the cost of repair plus the salvage value exceeds the actual cash value.

c. This Loan/Lease Gap Coverage extension shall only apply when the **Auto Loan/Lease GAP Coverage Endorsement CA2071** is not included in or a part of this policy issued to you by us.

The following changes apply to **SECTION IV - BUSINESS AUTO CONDITIONS**:

1. Broadened Knowledge Of Accident, Claim, Suit Or Loss

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph 2.a. of **Duties In The Event Of Accident, Claim, Suit Or Loss** is removed and replaced by:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss".

Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

This condition applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the "employee" designated by you to give such notice, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

2. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, the following is added under **A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

However, we waive the right of recovery we may have against any person or organization because of payment we make for "bodily injury", "property damage" or "covered pollution cost or expense" arising out of the ownership, maintenance or use of a covered "auto" when you and such person or organization have agreed in a written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" to waive your right of recovery against such person or organization.

This waiver applies only to such person or organization designated in such written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" for which you have agreed to waive your right of recovery.

3. Unintentional Failure To Disclose Hazards

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any hazards existing at the inception date of this policy or coverage form, we will not deny coverage under this policy or coverage form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

The following change applies to **SECTION V - DEFINITIONS:**

1. Broadened Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, definition **C.** "Bodily injury", is removed and replaced by:

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from physical bodily injury, physical sickness, or physical disease sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**CONTRACTORS ADDITIONAL INSURED/
WAIVER OF RIGHTS OF RECOVERY
EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured - When Required By Written Construction Contract For Ongoing Operations Performed By You For An Additional Insured and/or Your Completed Operations

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products - completed operations hazard."

B. It is further understood that the designation of any person or organization as an Additional Insured:

- (1) does not increase the scope or limits of coverage afforded by this policy; and
- (2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

- (1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.
- (3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:

- (a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or
 - (b) the end of the Policy Period.
- (4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:
- (a) the conclusion of the period during which the written contract requiring such coverage requires it; or
 - (b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products - completed operations hazard."

D. Section III - Limits Of Insurance is amended to include:

- (1) The limits of insurance applicable to the Additional Insured are:
 - (a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or
 - (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

E. Section IV - Other Insurance is amended to include:

- (1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the

Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

F. Section IV - Transfer Of Rights Of Recovery Against Others To Us is amended to include:

- (1) When required under a written contract executed prior to the "occurrence" for which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

2. Additional Insured - State Or Political Subdivisions - Permits

- A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- B. With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.

AMENDMENT OF POLICY

This endorsement, effective 06/19/2021 -

forms a part of policy No. 005380686

issued to BEVERLY ENVIRONMENTAL LLC, BEVERLY SNOW & ICE INC DBA,

by PEKIN INSURANCE COMPANY

It is agreed that as of the effective date of this endorsement this policy is amended in the following particulars:

Name Overflow:

BEVERLY ENVIRONMENTAL LLC, BEVERLY SNOW & ICE INC DBA, BEVERLY LAWN MAINTENANCE INC DBA



PEKIN INSURANCE COMPANY
 (A STOCK COMPANY)
 HOME OFFICE 2505 COURT STREET PEKIN, ILLINOIS 61558

05/17/21

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
 INFORMATION PAGE**

ACCOUNT NUMBER: 005377520

RENEWAL POLICY

POLICY NUMBER 005380686	REPLACEMENT OF WC0021629	RISK IDENT. NUMBER 121517507	FEDERAL ID. NUMBER(S) 27-2067088	LEGAL STATUS LIMITED LIABILITY COMPANY-LLC
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ITEM 1. NAME AND ADDRESS OF INSURED
 BEVERLY ENVIRONMENTAL LLC, BEVERLY SNOW & ICE INC DBA,
 16504 DIXIE HWY
 MARKHAM, IL 60428-5612

ITEM 2. POLICY PERIOD
 06/19/21 TO 06/19/22

12:01 A.M. STANDARD TIME AT INSUREDS MAILING ADDRESS

ITEM 3. **A.** WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED: ILLINOIS

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO THE WORK IN EACH STATE LISTED IN ITEM 3.A.
 THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:

BODILY INJURY BY ACCIDENT	1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	1,000,000	EACH EMPLOYEE

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE:
 ALL STATES AND U.S. TERRITORIES EXCEPT ND, OH, WA, WY, PUERTO RICO. THE U.S. VIRGIN ISLANDS, AND STATES
 DESIGNATED IN ITEM 3 A.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:
 WC120402-0992 481O-0120 WC000001-0402 WCLT1-0120 WC000313-0484 NCCIN3-1203 WC000421E-0121 WC00000T-0120
 WC000422C-0121 WC000000C-0115 WC000310-0484 WC000406A-0795 WC000419-0101 WC000424-0117 WC900011-0105
 WC000403-0484 WC000414A-0119 WC000425-0117 WC120601F-0119 WC120603-0119 2111-5056CLM-0317

ITEM 4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CLASSIFICATIONS	CODE NO.	PREMIUM BASIS TOTAL ESTIMATED ANNUAL REMUNERATION	RATE PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
REFER TO NEXT PAGE FOR COMPLETE INFORMATION				

MINIMUM PREMIUM	\$1,500.00	TOTAL ESTIMATED ANNUAL PREMIUM	\$ 45,831.00
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PREMIUM PAYMENT PLAN: Direct Bill

11857-000 MIDWEST INSURANCE ADVISORS

LICENSED RESIDENT AGENT

THIS INFORMATION PAGE WITH "POLICY PROVISIONS" COMPLETES THE ABOVE NUMBERED POLICY



PEKIN INSURANCE COMPANY
 (A STOCK COMPANY)
 HOME OFFICE 2505 COURT STREET PEKIN, ILLINOIS 61558

05/17/21

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
 INFORMATION PAGE CONTINUED**

ACCOUNT NUMBER: 005377520

POLICY NUMBER 005380686	REPLACEMENT OF WC0021629	RISK IDENT. NUMBER 121517507	FEDERAL ID. NUMBER(S) 27-2067088	LEGAL STATUS LIMITED LIABILITY COMPANY-LLC
NAME AND ADDRESS OF INSURED BEVERLY ENVIRONMENTAL LLC, BEVERLY SNOW & ICE INC DBA, 16504 DIXIE HWY MARKHAM, IL 60428-5612			POLICY PERIOD 06/19/21 TO 06/19/22 12:01 A.M. STANDARD TIME AT INSUREDS MAILING ADDRESS	

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CLASSIFICATIONS	CODE NO.	PREMIUM BASIS TOTAL ESTIMATED ANNUAL REMUNERATION	RATE PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
IL - LOC# 1 - LANDSCAPE GARDENING & DRV	0042	\$ 90,132.00	12.260	\$ 11,050.00
IL - LOC# 1 - CONSTR OR ERECTION PERMANENT YARD	8227	\$ 82,750.00	7.630	\$ 6,314.00
IL - LOC# 1 - SLSPRSN OR COLLECTORS--OUTSIDE	8742	\$ 394,600.00	0.330	\$ 1,302.00
IL - LOC# 1 - CLER OFFICE EMPL NOC	8810A	\$ 318,600.00	0.130	\$ 414.00
IL - LOC# 1 - PARK NOC--ALL EMPL & DRV	9102	\$ 868,600.00	4.210	\$ 36,568.00
IL - LOC# 1 - STREET CLEANING & DRV	9402A	\$ 124,390.00	5.750	\$ 7,152.00
IL Premium discount	0063	\$ 47,911.00	0.072	\$ -3,450.00
IL Expense constant	0900	\$ 1.00		\$ 160.00
IL Blanket Waiver: (Illinois)	0930	\$ 1.00	200.000	\$ 200.00
IL Commission Surcharge	9682	\$ 45,373.00	0.010	\$ 458.00
IL Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	9740	\$ 1,879,072.00	0.030	\$ 564.00
IL Catastrophe (Other Than Certified Acts of Terrorism)	9741	\$ 1,879,072.00	0.010	\$ 188.00
IL Increased Limit Factor	9812	\$ 63,000.00	0.014	\$ 882.00
IL Schedule Credit / Debit	9887	\$ 63,882.00	-0.250	\$ -15,971.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

State: Illinois



2505 Court Street • Pekin, Illinois 61558
(309) 346-1161 • www.pekininsurance.com

Dear Policyholder,

Thank you for purchasing your Workers Compensation coverage from our company. We appreciate the confidence that placing this important coverage with us shows in Pekin Insurance Company and your Agent.

There are some important considerations to keep in mind during the coverage period of your Workers Compensation policy that have the potential to either save you money or avoid a large lump-sum additional audit premium at the end of this policy term. Your agent has perhaps already discussed these items with you, but their potential impact on your premium causes us to feel that another review is appropriate.

The premium for your Workers Compensation policy is determined by the classification of work done by your employees and the amount of payroll in each classification. Initially, a deposit premium is established based on the expected payroll for each classification. At the end of your policy term, a premium audit is completed by either a direct interview with you by a Premium Auditor or a questionnaire that is sent to you through the mail. Based on the information developed by the premium audit, your final earned premium is calculated and the deposit premium is adjusted accordingly. Final earned premiums that are less than the deposit premium result in the difference being refunded to you. Final earned premiums that are greater than the deposit premium result in an additional premium billing. This billing is payable immediately and in full.

To avoid a large lump-sum audit premium, it is critical to make your agent aware of significant changes in either the type of work done by your employees or of increases in payroll over the expected amount. By making your agent aware of these changes during the policy term, an endorsement can be processed that could spread additional premium out over one of our payment plans rather than being payable in full and immediately after the time of our audit.

Another area to consider that can actually save money on your Workers Compensation premium involves the use of sub-contracted work. By current interpretation of most Workers Compensation laws, sub-contractors working for you must have a Workers Compensation policy covering their business, or you will be held responsible for their coverage. Uninsured sub-contractors are treated as your employees in the premium audit and usually cause a substantial premium increase.

In order to avoid additional premium caused by the use of uninsured sub-contractors, insist that all sub contractors supply you with a certificate of insurance showing that they have their own Workers Compensation insurance in force at the time they do work for you. Keep all of the certificates in a safe place and make them available at the time of your premium audit to assure proper credit. If your audit is conducted at a location other than your business premises (for example, your accountant's office), make sure that copies are also kept at that location. In Indiana, if you use sub-contractors that have filed an Independent Contractor Affidavit of Exemption with the Indiana Workers Compensation Board, you should also keep a copy of that document with your records.

Keeping these items in mind during your policy term will be very effective in avoiding an unpleasant surprise at the time of your premium audit. More detailed information about premium audits is provided with the Premium Audit Information Guide that we distribute with all new Workers Compensation policies. Please contact your Pekin Insurance Agent with any questions or if you need to update the information on your policy.

Sincerely,

A handwritten signature in black ink that reads "Joe Ricigliano". The signature is written in a cursive, flowing style.

Joe Ricigliano, CPCU
Vice President – Commercial Lines Underwriting

ILLINOIS CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM (ILCCPAP)

CONFIDENTIAL WORKERS COMPENSATION PREMIUM CREDIT APPLICATION

SECTION ONE

INSURED: BEVERLY ENVIRONMENTAL LLC, BEVERLY SNOW & ICE INC DBA, CARRIER: PEKIN INSURANCE COMPANY

POLICY NUMBER: 005380686 PERIOD: FROM 06/19/2021 TO 06/19/2022

1. Is this business experience rated at 1.00 or less? Yes No
- If yes, provide NCCI risk ID#: _____
 - If no, please do not complete and submit the application.
2. Did you have operations in Illinois during the third quarter of the prior calendar year? Yes No
- If yes, in Section Two below, submit information for the **THIRD** calendar quarter (July, August, September) of the year **PRECEDING** the policy effective date as reported to taxing authorities.
 - If no, in Section Two below, submit information for the last complete quarter prior to the effective date of your workers compensation policy. (**Note:** If you have just begun operations in Illinois, submit information for the first complete calendar quarter following the effective date of your workers compensation policy.)

Notice: Unless Code(s), total wages paid, total hours worked, calendar quarter reported are indicated and application is signed, the application will be returned unprocessed. Contact your agent or carrier if assistance is desired.

SECTION TWO

CLASSIFICATIONS	CODE	TOTAL ILLINOIS WAGES PAID*	TOTAL ILLINOIS HOURS WORKED**
Eligible Contracting Classifications:			
Non-Contracting Classifications:			

*Excluding overtime premium pay-if an employee makes \$20/hour and is paid time and one-half (\$30), only report the payroll based upon the \$20/hour. Also, excluding the salaries and hours worked of any exempt sole proprietor, partner or officer.

**Including overtime hours.

SECTION THREE

The above is based on actual wages (excluding overtime premium pay, pay for any exempt sole proprietor, partner, or officer, Davis Bacon Fringe Benefits, and other Illinois exclusions) and hours worked as reflected in our payroll records for the complete calendar quarter ending _____.

SIGNATURE: Signature on File With Agency **POSITION:** _____ **DATE:** / /

NOTICE OF ELECTION TO ACCEPT OR REJECT AN INSURANCE DEDUCTIBLE FOR ILLINOIS WORKERS COMPENSATION MEDICAL BENEFITS

Illinois Law permits an employer to buy workers' compensation insurance with a deductible. The deductible is for medical benefits only and applies to each accident.

If you want the deductible to apply, put a check mark in the space provided next to the "Yes" answer and return this form to your agent. Your agent will see that the endorsement adding this feature is placed on your policy.

If you do not want the deductible, you may reject it by simply not completing this form. By not returning the form to your agent, we will assume that you do not want the deductible.

_____ Yes, I want a deductible of \$1,000 applied to Medical benefits under the Illinois Workers' Compensation law. I understand that the company shall pay the deductible amount and seek reimbursement from the employer shown below.

DATE	EMPLOYER
	NAME
	TITLE

YOUR WORKERS COMPENSATION POLICY NUMBER: 005380686

Signature on File With Agency

NOTICE TO EMPLOYEES

FROM THE STATE OF ILLINOIS:



WORKERS' COMPENSATION is a system of benefits provided by law to most workers who have job-related injuries or illnesses. Benefits are paid for injuries that are caused, in whole or in part, by an employee's work. This may include the aggravation of a pre-existing condition, injuries brought on by the repetitive use of a part of the body, heart attacks, or any other physical problem caused by work. Benefits are paid regardless of fault.

IF YOU SUFFER FROM A WORK-RELATED INJURY OR ILLNESS, YOU SHOULD TAKE THE FOLLOWING STEPS:

- 1. GET MEDICAL ASSISTANCE.** By law, your employer must pay for all necessary medical services required to cure or relieve the effects of the injury or illness. The employee may choose two physicians, surgeons, or hospitals. Where necessary, the employer must also pay for physical, mental, or vocational rehabilitation, within prescribed limits.
- 2. NOTIFY YOUR EMPLOYER.** Notify your employer of the accidental injury or illness within 45 days, either orally or in writing. To avoid possible delays, it is recommended the notice also include your name, address, telephone number, Social Security number, and a brief description of the injury or illness.
- 3. LEARN YOUR RIGHTS.** Your employer is required by law to report accidents that result in more than three lost work days to the Industrial Commission. Once the accident is reported, you should receive a handbook that explains the law, benefits, and procedures. If you need a handbook, please call the Industrial Commission.

If you must lose time from work to recover from the injury or illness, you may be entitled to receive weekly payments and necessary medical care until you are able to return to work that is reasonably available to you.

It is against the law for an employer to harass, discharge, refuse to rehire or in any way discriminate against an employee for exercising his or her rights under the Workers' Compensation or Occupational Diseases Acts. If you file a fraudulent claim, you may be penalized under the law.

- 4. KEEP WITHIN THE TIME LIMITS.** Generally, claims must be filed within three years of the injury or disablement from an occupational disease, or within two years of the last workers' compensation payment, whichever is later. Claims for pneumoconiosis, radiological exposure, asbestosis, or similar diseases have special requirements.

Injured workers have the right to reopen their case within 30 months after an award is made if the disability increases, but cases that are resolved by a lump-sum settlement contract approved by the Commission cannot be reopened. Only settlements approved by the Commission are binding.

FOR MORE INFORMATION, CALL OR WRITE THE ILLINOIS INDUSTRIAL COMMISSION AT 312/814-6611 OR 100 W. RANDOLPH, 8TH FLOOR, CHICAGO, IL 60601.

Employers must display this notice in a prominent place for all employees and complete the information below regarding the insurance company. Self-insured employers should list the person or firm responsible for handling the employer's workers' compensation claims.

Name PEKIN INSURANCE COMPANY

Business address 2505 Court Street, Pekin, IL 61558

Business phone 309-346-1161

Effective date 06/19/2021 Termination date 06/19/2022

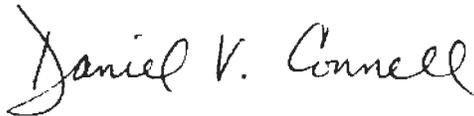
Policy number 005380686 Employer's FEIN 27-2067088



2505 COURT STREET, PEKIN, ILLINOIS 61558

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In Witness Whereof, Pekin Insurance Company has caused this policy to be signed by its president and a secretary at Pekin, Illinois.



Daniel V. Connell
Secretary



Scott A. Martin
President

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE
ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceeding \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

	Schedule	
State	Rate	Premium
ILLINOIS	0.030	\$564.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE
ENDORSEMENT**

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

Schedule

Persons

State

Sole Proprietor:

Partners:

Officers:

Others:

JAMES B ESPOSITO

IL

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five - Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 - Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule		
State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
IL	Estimated Annual Premium	Two times

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICYHOLDER DISCLOSURE

ILLINOIS WORKERS COMPENSATION COMMISSION

OPERATIONS FUND SURCHARGE

Your policy has been surcharged as a result of the Illinois Workers' Compensation Commission Operations Fund Surcharge effective June 20, 2003. The establishment of this Fund provides that every insurance company, authorized or licensed by the Illinois Insurance Department and insuring employer's liabilities arising under the Workers' Compensation Act or the Workers' Occupational Disease Act, must remit a surcharge equal to 1.01% of the direct written premium for insuring employers' liability under the Worker's Compensation Act or Workers' Occupational Diseases Act.

The portion of your annual premium that is attributable to this surcharge is \$ 45373.

IMPORTANT

If you engage subcontractors:

If you hire subcontractors, you may be held responsible for damage caused by them or injuries to them or their employees, unless they provide separate insurance.

Insist that each subcontractor furnish YOU with evidence of Liability/Compensation Insurance. They can obtain a certificate of insurance from their insurance agent.

Keep this certificate in a safe place and make it available to our representative when an audit is made of your records.

IF YOU FAIL TO DO THIS, YOU MAY BE COMPELLED TO PAY AN
ADDITIONAL PREMIUM UNDER THIS POLICY OR SUB - LET WORK.

If you pay overtime:

Overtime means the amount earned above and in addition to straight time rates of pay:

1. For work in any day or in any week exceeding the number of hours normally worked, but in any event for hours exceeding an eight hour day, or a forty hour week, or
2. The amount in addition to straight time rate for work on Saturdays, Sundays, or Holidays.

Please maintain your records to show overtime wages separately by employee and in summary by class of work, so that the appropriate adjustments can be made during any audit of your records.



IMPORTANT

Endorsement WC 00 04 24 (01-17) is attached to your policy. This endorsement states if you do not allow us to examine and audit your records and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge to your workers compensation policy which could result in a charge of **two times** the **estimated annual premium** under your policy and cancellation of your workers compensation insurance coverage.

The audit will take place after your policy renews or cancels. Please respond promptly to requests for audit information in order to avoid the Audit Noncompliance Charge being applied to your workers compensation policy.

Pekin Insurance Company values your business. We look forward to a long term business relationship. If you have any questions, please contact your Pekin Insurance Company agent.



PEKIN INSURANCE GROUP

Important Notice About Privacy

In this privacy notice "we", "us", and "our" refer to the Pekin Insurance Group of companies, which includes The Farmers Automobile Insurance Association, Pekin Insurance Company, Pekin Select Insurance Company, PAC, Inc., and Pekin Life Insurance Company. We share a common commitment to protect the confidentiality and security of non-public personal information ("Information") we gather about you in connection with the issuance of insurance coverage. This privacy notice describes our policy with respect to the collection, disclosure, and protection of such Information.

Information We Collect

We may collect Information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency.

Information We Disclose

We do not disclose any Information about our customers or former customers to anyone, except as permitted by law.

Access to Your Information

You have the right to access and correct the Information that we have collected from or about you. Your request must be in writing, you must properly identify yourself, and you must reasonably describe the Information. If the Information is reasonably locatable and retrievable by us, we will inform you of the nature and substance of the information within thirty (30) business days of your request. If the source of the Information is an institutional source, we will inform you of the identity of that source. We will also permit you to see and copy such Information in person or we will mail you a copy, whichever you prefer. We will tell you to whom this Information has been disclosed within the last two (2) years or we will tell you to whom such Information is normally disclosed. There are some types of Information to

which we are not required to give you access. This Information is generally collected when we evaluate a claim under an insurance policy or when the possibility of a lawsuit exists. Consumer protection laws also do not permit us to share certain types of Information with you.

Correct, Amend or Delete Your Information

Upon written request, you may ask us to correct, amend, or delete any recorded Information we have about you in our files. If we agree, we will, to the extent required by law, notify any person or organization who either supplied us with the Information or to whom we disclosed it. If we do not make the correction, amendment, or deletion you request, we will notify you and tell you the reason(s) for our refusal. You may then file a concise statement setting forth what you think the correct Information is and why you disagree with our refusal to make the correction, amendment, or deletion. Your statement will remain with your file, and we will furnish it to any person or organization who either supplied us with the Information or to whom we have disclosed it. Your disagreement will also be made known to persons or organizations who review the Information after you file your statement. Information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.

Please send written requests to:

Pekin Insurance
2505 Court Street
Pekin, Illinois 61558

Our Confidentiality and Security Practices

We restrict access to Information about you to those employees who need to know that Information to provide products or services to you, such as to issue a policy, send a premium notice, or process an insurance claim. We maintain physical, electronic, and procedural safeguards that comply with all applicable laws and regulations to guard your Information.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**EXPERIENCE RATING MODIFICATION FACTOR
ENDORSEMENT**

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**EXPERIENCE RATING MODIFICATION FACTOR
REVISION ENDORSEMENT**

This endorsement is added to Part Five - Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

