BIDDER SUMMARY SHEET
ITB #24-023
2024 Asphalt Parking Lot and Path Maintenance

Business Name: Troch-McNeil Paving Co.

Street Address: 2425 Pan Am Blvd.

City, State, Zip: Elk Grove Village, IL 60007

Contact Name: Jeff Machaj

Title: Estimator/Project Manager

Phone: 847-766-5550 Fax: _____

E-Mail address: jeff@trochmcneilpaving.com

Price Proposal

GRAND TOTAL BID PRICE $ $299,784.23

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: _____

Signature of Authorized Signee: Jon Nordgren

Title: Vice President Date: 2/14/24

Copy

ORLAND PARK

Unit Price Sheet
ITB #24-023
2024 Asphalt Parking Lot and Path Maintenance

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications on file in the office of the Owner as designated in the Invitation to Bid, hereby 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 and the work described in the following schedule in connection with the construction of the 2024 Asphalt Parking Lot and Path Maintenance contract

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	REMOVE & REPLACE PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	60	SQFT	$ 15.00	$ 900.00
2	REMOVE & REPLACE COMBINATION CONCRETE CURB AND GUTTER	60	FOOT	$ 80.00	$ 4,800.00
3	EARTH EXCAVATION	20	CY	$ 90.00	$ 1,800.00
4	HOT-MIX ASPHALT PAVEMENT REMOVAL, PARKING LOT- 1.5 INCH	17,520	SY	$ 2.94	$ 51,508.80
5	CLASS D PATCHES- PARKING LOT	75	TON	$ 130.00	$ 9,750.00
6	CLASS D PATCHES- MULTI-USE PATH	25	TON	$ 160.00	$ 4,000.00
7	BUTT JOINTS	40	EACH	$ 50.05	$ 2,002.00
8	SWEEP AND PRIME COAT- PARKING LOT	17,520	SY	$ 0.61	$ 10,687.20
9	SWEEP AND PRIME COAT- MULTI-USE PATH	3,109	SY	$ 1.26	$ 3,917.34
10	AGGREGATE BASE COURSE	30	TON	$ 26.00	$ 780.00
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 1.5" THICKNESS	1,471	TON	$ 102.48	$ 150,797.27
12	HOT-MIX ASPHALT SURFACE COURSE, IL-19.0, N50-MULTI-USE PATH	261	TON	$ 136.78	$ 35,720.92
13	TOPSOIL & SEED- 6 INCH	80	SY	$ 37.50	$ 3,000.00
14	EROSION CONTROL BLANKET	80	SY	$ 12.50	$ 1,000.00
15	PAVEMENT MARKING- LETTERS & SYMBOLS	285	SF	$ 11.25	$ 3,206.25
16	PAVEMENT MARKING - 4" LINE	6,765	LF	$ 1.70	$ 11,500.50
17	PAVEMENT MARKING - 6" LINE	386	LF	$ 2.35	$ 907.10
18	PAVEMENT MARKING - 24" LINE	151	LF	$ 9.10	$ 1,374.10
19	CURB & GUTTER PAINTING	2,245	LF	$ 0.95	$ 2,132.75
				***GRAND TOTAL BID PRICE**	$ 299,784.23

*Please enter Total Cost on Bidder Summary Sheet

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project.

Proposer: Jeffrey Machaj

Firm Name: Troch-McNeil Paving Co.

Signed:

Title: Estimator/Project Manager

Dated: 2/16/2024

ORLAND PARK

CERTIFICATE OF COMPLIANCE

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

The undersigned Jon Nordgren,
(Enter Name of Person Making Certification)

as Vice President
(Enter Title of Person Making Certification)

and on behalf of Troch-McNeil Paving Co.,
(Enter Name of Business Organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes [×] No [ ]

Federal Employer I.D. #: 36-2361973
(or Social Security # if a sole proprietor or individual)

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

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
_×_ Corporation Illinois *(State of Incorporation)* 02/07/1957 *(Date of Incorporation)*

2) STATUS OF OWNERSHIP

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

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

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

How are you certifying? Certificates Attached [ ] Self-Certifying [ ]

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

The Bidder shall:

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

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

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

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

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

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

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

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

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

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

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

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

Name of A&T Program: LiUNA Laborers' Apprentiship

Brief Description of Program: A two-year program with a minimum of 2,400 hours of on-the-job work training and 360 hours of classroom training required in order to become a fully-fledged journeyworker in the laborers' union.

9) TAX COMPLIANT: Yes [×] No [ ]

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

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information

set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

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

ACKNOWLEDGED AND AGREED TO:

_____
Signature of Authorized Officer

Jon Nordgren
Name of Authorized Officer

Vice President
Title

2/14/24
Date

REFERENCES

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

Bidder's Name: Troch-McNeil Paving Co.
(Enter Name of Business Organization)

1. ORGANIZATION: Park District of Highland Park: 2023 Asphalt Improvements
   ADDRESS: Various parks
   PHONE NUMBER: 847.579.4085
   CONTACT PERSON: Mike Evans
   YEAR OF PROJECT: 2023

2. ORGANIZATION: Park District of Highland Park: 2022 Facility Improvements
   ADDRESS: Various Parks
   PHONE NUMBER: 847.579.4085
   CONTACT PERSON: Mike Evans
   YEAR OF PROJECT: 2022

3. ORGANIZATION: Wight & Co.: Maine South High School
   ADDRESS: 1111 S Dee Rd, Park Ridge, IL 60068
   PHONE NUMBER: 773.283.2600
   CONTACT PERSON: Thomas Rood
   YEAR OF PROJECT: 2022

ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

WORKERS' COMPENSATION & EMPLOYER LIABILITY
Full Statutory Limits - Employers Liability
$500,000 – Each Accident $500,000 – Each Employee
$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)
$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)
$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
$2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: *(not applicable for Goods Only)*
ISO CG 20 10 or CG 20 26
and
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

☑ **LIABILITY UMBRELLA (Follow Form Policy)**
☑ $1,000,000 – Each Occurrence $1,000,000 – Aggregate
☐ $2,000,000 – Each Occurrence $2,000,000 – Aggregate
☐ Other: _____
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

☐ **PROFESSIONAL LIABILITY**
☐ $1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ $2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ Other: _____
Deductible not-to-exceed $50,000 without prior written approval

☐ **BUILDERS RISK**
Completed Property Full Replacement Cost Limits – Structures under construction

☐ **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**
$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site

☐ **CYBER LIABILITY**
$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required

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

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

ACCEPTED & AGREED THIS 14 DAY OF February, 2024

Signature

Jon Nordgren

Printed Name & Title

Authorized to execute agreements for:

Troch-McNeil Paving Co.

Name of Company

ACORD

TROCPAV-01

ELEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2023

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

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

PRODUCER
Robertson Ryan - Oak Brook
3880 Salem Lake Dr Suite H
Long Grove, IL 60047

CONTACT NAME: Erin Lee
PHONE (A/C, No, Ext): (630) 468-5428 1548
FAX (A/C, No): (630) 468-5432
E-MAIL ADDRESS: elee@robertsonryan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Secura Insurance Company	
INSURER B : SECURA INSURANCE COMPANIES	22543
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Troch-McNeil Paving Co., Inc.
2425 Pan Am Blvd.
Elk Grove Village, IL 60007

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			TC3340490	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			A3340491	4/1/2023	4/1/2024	EMPLOYEE BENEFI	$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			CU3340493	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3340492	4/1/2023	4/1/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Specific Project to be identified

ADDITIONAL INSURED, with respects to General Liability - on a Primary and Non Contributory Basis and Automobile, as required by written contract or agreement: Specific Additional Insureds to be Named

General Liability, Automobile Liability and Employers Liability coverages include a Blanket Waiver of Subrogation, favoring those listed as Additional Insureds when required by written contract and where allowable by law.

CERTIFICATE HOLDER

Sample Certificate - for Bidding Purpose

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

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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 project described in a written agreement with the additional insured
Location And Description of Completed Operations:
Additional Premium:

(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".

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B. Additional Insured When Required By Written Agreement – Completed Operations

1. Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

(2) Supervisory, inspection, architectural or engineering activities.

b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.

c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.

f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY CONDITIONS AMENDED FOR ADDITIONAL INSURED

This Endorsement modifies insurance provided under the following:
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

SCHEDULE

Name of Person(s) or Organization(s)

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

A. Additional Insured

Section II – Who Is An Insured; Paragraph 3. applies to include as an additional insured the person or organization shown in the Schedule above, when the person or organization shown in the Schedule above is included as an additional insured in the "underlying insurance".

B. Extended Automatic Additional Insured Follow Form

Section II – Who Is An Insured; Paragraph 3. applies to include as an additional insured any person or organization who is not a signatory to, but is shown within a written contract or written agreement you executed prior to a loss, that such person or organization be added as an additional insured on your policy. This extension applies only when:

1. The person or organization is included as an Extended Automatic Additional Insured in the "underlying insurance"; and
2. The person or organization is required to be extended as an additional insured under this policy in the written contract or written agreement; and
3. Each other person or organization shown within a written contract or written agreement as required to extend additional insured coverage to specified person or organization has complied with similar requirements in that written contract or written agreement; and
4. The person or organization complies with the notice of loss requirement of Section IV - Conditions; 5. Other Insurance; paragraph b. added below.

Such person or organization is an Additional Insured or an Extended Automatic Additional Insured as applicable, only to the extent coverage is provided by the "underlying insurance".

C. Primary and Non-Contributory

Section IV – Conditions; 5. Other Insurance is amended as follows:

5. Other Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

a. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured shown in the Schedule, or Extended Automatic Additional Insured under your policy provided that:

(1) The additional insured is a Named Insured, or an Extended Automatic Additional Insured under such other insurance; and

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

State	Entity Name	Contract or Project Number	Description of Work	Waiver Premium	Waiver Type
IL	Blanket Waiver of Subrogation		Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.		BLANKET

This endorsement changes the policy to which it is attached 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 04/01/2023 Policy No. 20-WC-003340492 Endorsement No. 000

Insured Troch-McNeil Paving Co Inc Premium $

Insurance Company Countersigned by _____

SECURA Insurance Company

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Bond No. N/A

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Troch-McNeil Paving Co., Inc.
2425 Pan Am Blvd., Elk Grove Village, IL 60007

as Principal hereinafter called the Principal, and Employers Mutual Casualty Company

a corporation duly organized under the laws of the state of Iowa as Surety, hereinafter called the Surety, are held and firmly bound unto The Village of Orland Park
14700 S. Ravinia Drive
Orland Park, IL 60462

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of the Amount Bid

Dollars ($ 10% of Amount Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2024 Asphalt Parking Lots and Paths

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

Signed and sealed this 19 day of February, 2024

Witness

Troch-McNeil Paving Co., Inc.
Principal (Seal)

By: VP
Name/Title

Employers Mutual Casualty Company
Surety (Seal)

Witness

By: Jonathan Lucas
Attorney-in-Fact

ORSC 21328 (5/97)

ACKNOWLEDGEMENT OF SURETY

State of Wisconsin

ss:

County of Waukesha

On February 19, 2024 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Jonathan Lucas** known to me to be Attorney-in-Fact of **Employers Mutual Casualty Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11-14-2026

Notary Public
Christine Cahala

CHRISTINE CAHALA
NOTARY
PUBLIC
STATE OF WISCONSIN

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

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

Jonathan Lucas

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

In an amount not exceeding Ten Million Dollars $10,000,000.00

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

AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

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

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

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

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of February , 2024 .

Ryan J. Springer Vice President

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