

25AN049

EXHIBIT A

CITY OF CREST HILL  
INNER CIRCLE DRIVE  
WATER MAIN IMPROVEMENT PROJECT



# **AGREEMENT BETWEEN THE CITY OF CREST HILL AND "CONTRACTOR"**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Crest Hill ("City") and M&J Underground, Inc. ("Contractor") on this, the 16th day of September, 2025. The City and the Contractor may be referred to individually as a "Party" or collectively as the "Parties," where appropriate.

**1. The Contract Documents, in order of priority, shall consist of the following:**

- i. This Agreement
- ii. Addenda number 1, inclusive.
- iii. Contract Special Provisions bearing the title "Special Provisions for Inner Circle Drive, Hosmer Lane, Rahill Court Water Main Improvement Project."
- iv. BDE Special Provisions for the July 11, 2025, Letting.
- v. All Contract Drawings and Construction Details included with the notice to bidders, invitation to bid, and bidding instructions for the Inner Circle Drive, Hosmer Lane, Rahill Court Water Main Improvement Project.
- vi. City of Crest Hill Division 100 bearing the title General Requirements and Covenants
- vii. Performance and Payment Bonds.
- viii. Contractor's Bid and Proposal.
- ix. All documentation submitted by Contractor prior to notice of Award.
- x. Notice to bidders, invitation to bid, and bidding instructions for the Inner Circle Drive, Hosmer Lane, Rahill Court Water Main Improvement Project.
- xi. Notice of Award.
- xii. Notice to Proceed.

The documents listed in this Paragraph 1, above, are not attached to this Agreement (except as expressly noted otherwise above) but are incorporated herein by reference. The Contract Documents (as set forth above) may only be amended, modified, or supplemented as provided in the City of Crest Hill Division 100 bearing the title General Requirements and Covenants. To the extent any provisions of any of the Contract Documents conflict with this Agreement, the provisions that are most beneficial to the City shall control. In the event that the Contractor believes such a conflict exists, the Contractor shall, as soon as practicable, request clarification from the City.

**2. THE WORK**

The Contractor shall fully execute the Work, as described and set out in the Contract Documents in a good and workmanlike manner.

**3. DATES OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Contractor shall commence the work within fifteen (15) days after the date set forth in the Notice to Proceed issued by the City in connection with this Agreement (the "Commencement Date"). The Contractor shall achieve substantial completion of the entire Work:

\_\_\_\_\_ Within \_\_\_\_\_ days after the Commencement Date.

X On or before November 10, 2025 for all water main, storm sewer, and pavement patching scope, and May 22, 2026 for all concrete, milling, and resurfacing scope.

After the date of substantial completion, the Contractor shall have an additional 5 working days to complete all clean-up and punch-list items.

The Contractor shall not be entitled to payment or compensation for any alleged damages, costs, or expenses whatsoever that arise in connection with the Contractor ensuring timely completion of the Work, regardless of the source or cause of such alleged damages, costs, or expenses and regardless of whether said source or cause was reasonable, foreseeable, or avoidable. In the event that the Contractor believes that it will suffer damages or incur additional costs, including but not limited to any costs of acceleration, or expenses and the source or cause of such damages, costs, or expenses was an act of the City or an act of God, the Contractor's only recourse and remedy shall be to request an extension of the time for substantial completion, which the City may agree, but is not obligated, to grant in its sole discretion.

**4. LIQUIDATED DAMAGES**

The City and the Contractor agree that any breach of this agreement by the Contractor that results in the delay of the project will cause the City to be damaged in a manner and amount that is uncertain and difficult to ascertain. In light of this agreement, the City and Contractor further agree that, in the event that the Contractor breaches any provision of this Agreement and such breach results in any delay of the project, the Contractor shall pay the City liquidated damages in the amounts set forth in the Contract Documents. The Parties agree and affirm that, while actual damages may be difficult to prove because of an unexpected breach of this Agreement, and delay of the project, by the Contractor, the liquidated damages set forth in the Contract Documents are reasonable as of the time this Agreement is executed. Further, the Parties agree and affirm that said damages bear a rational relation and connection to the damages that are reasonably foreseeable to be sustained by the City as a result of Contractor's unexpected breach of this Agreement. Accordingly, it is the express intent of the Parties, as evidenced by their respective execution of this Agreement, to hereby settle any claims of damages that might arise as a result of Contractor's breach of this Agreement, to the extent that such breach causes any actual delay of the project.

**5. CONTRACT SUM**

The City shall pay the Contractor for the performance of the Work in the manner and at the rate bid and accepted by the City as shown on the Contractor's Bid Proposal Form and the City's Notice of Award.

**6. PROGRESS PAYMENTS**

- (a) The Contractor shall file progress payment requests on a monthly basis, and the City shall make payments to the Contractor as provided below and elsewhere in the Contract Documents.
- (b) The period covered by each period payment request shall be one calendar month ending on the last day of the month.
- (c) Upon receipt of any progress payment request, the City shall review and respond to the request within Sixty (60) days after receipt by either paying the Contractor the sums requested or else by withholding payment of all or part of said sums and notifying the Contractor in writing of the reasons for such withholding.
- (d) Progress payments shall be computed as follows:
  - (i) The amount of each progress payment shall include:
    - (1) That portion of the Contract Sum properly allocable to labor, materials, and equipment used for completed and approved Work during the time period being billed.
  - (ii) The amount of each progress payment shall then be reduced by:
    - (1) The aggregate of any amounts previously paid by the City; and
    - (2) The amount, if any, for Work that remains uncorrected and for which the City previously withheld payment or part thereof; and
    - (3) For Work performed or defects discovered since the last payment application, any amount for which the City may withhold payment as set forth in the Contract Documents; and
    - (4) Retainage, as set forth herein.
- (e) In order to be valid, each request for payment shall include or be accompanied by the following:
  - (i) A sworn statement showing the amount presently due to the Contractor (supported by detailed timecards and invoices for materials the amount previously paid), the sum of all amounts previously paid to the Contractor, and the total amount remaining to be paid to Contractor under the Contract.
  - (ii) A list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Project, which list shall be sworn

and shall show the sum of all amounts previously paid, presently due, and remaining to be paid to each subcontractor, supplier, and/or materialman.

- (iii) A sworn lien waiver, signed by the Contractor or its authorized representative, that fully and satisfactorily waives any and all lien rights that the Contractor may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment and all amounts previously paid or retained during the course of the Contract.
- (iv) Sworn lien waivers signed by each subcontractor, supplier, and/or materialman on whose behalf the Contractor is applying for payment in any amount whatsoever, that fully and satisfactorily waives any and all lien rights that such subcontractor, supplier, and/or materialman may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment to said subcontractor, supplier, and/or materialman and all amounts previously paid or retained during the course of the Contract for the purpose of paying said subcontractor, supplier, and/or materialman.

**7. REDUCTIONS IN PAYMENT BY CITY (CITY'S RIGHT TO SETOFF)**

- (a) The Parties hereby agree that the City is entitled to impose a set-off against payment based on any of the following:
  - (i) Claims have been made against the City on account of the Contractor's conduct in the performance or furnishing of the Work, or the City has incurred costs, losses, or damages on account of the Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement; or
  - (ii) The Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site; or
  - (iii) The Contractor has failed to provide and maintain required bonds or insurance; or
  - (iv) The City has been required to remove or remediate a hazardous environmental condition for which the Contractor is responsible; or
  - (v) The City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities; or
  - (vi) The Work is defective, requiring correction or replacement; or
  - (vii) The City has been required to correct defective Work at its own cost; or
  - (viii) The Contract Sum has been reduced by change orders; or
  - (ix) An event that would constitute justify the City to terminate this Agreement for cause has occurred; or

- (x) Liquidated damages have accrued as a result of the Contractor's failure to timely achieve Substantial Completion or final completion of the Work; or
  - (xi) Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the City to secure the satisfaction and discharge of such Liens; or
  - (xii) There are other items entitling the City to a set off.
- (b) If the City imposes any set-off against payment the City will give the Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction and shall promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The City shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the City and the Contractor, if the Contractor remedies the reasons for such action. The reduction imposed shall be binding on the Contractor unless it duly submits a change proposal contesting the reduction.
  - (c) Upon a subsequent determination that the City's refusal of payment was not justified, the amount wrongfully withheld shall be promptly paid, along with 5% interest per annum.

#### 8. RETAINAGE

Retainage will be held based on Public Act 103-0570. 10% will be held up to 50% completion of the project. When more than 50% of the contract is completed, 5% retainage will be held.

#### 9. FINAL PAYMENT

- (a) Subject to all requirements and provisions of this Agreement, including but not limited to the City's right to setoff its obligations to the Contractor (see Section 7, above), and the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when the Contractor has fully performed the Work and all other obligations under the Contract Documents other than those obligations related to the Contractor's responsibility (1) to correct deficient or unacceptable Work as provided in the Contract Documents, and (2) to satisfy other requirements, if any, which extend beyond final payment.
- (b) Upon receiving a request for final payment under the Contract, the City shall pay the balance of the contract sum within thirty (30) days of completion of punch list items by the Contractor and sign-off and approval by the City. Notwithstanding the forgoing, the City may avail itself of any longer timelines applicable to a payment as available under the Illinois Local Government Prompt Payment (Act 50 ILCS 505/1 *et seq.*), the provisions of which Act shall apply to this Contract. **THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).**

#### 10. INSURANCE

- (a) **General Insurance Requirements.**

The Contractor shall fully comply with all requirements set forth in Section 7-2 of the Division 100, General Requirements and Covenants (Insurance Requirements), along with any and all other insurance requirements set out in the Contract Documents.

**(b) Other Insurance Requirements**

The Contractor shall deliver to the City prior to commencing Work, certificates of insurance (ACORD Form 27 or other form acceptable to the City) evidencing the required insurance coverage of Contractor and each Subcontractor. The certificates required to be provided under this Paragraph shall contain clauses and/or provisions stating (i) that the policies will not be canceled or reduced without thirty (30) days prior notice to and the written consent of the City, and (ii) that the policies are primary and noncontributory. The policies shall further name the City and all of its elected officials, officers, employees, and agents as additional insureds. The City shall not waive any rights of subrogation. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the City, for a minimum of two (2) years after completion final completion of the project. Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and Subcontractors is not limited by purchase of insurance.

**11. INDEMNIFICATION**

- (a) To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless the City and any elected official, officer, attorney, employee, consultant, representative, or agent of the City (collectively the "indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (collectively "Claims") is caused by or alleged to be caused by an act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the Agreement, regardless of whether or not it is actually or allegedly caused in part by an indemnitee. The obligations of the Contractor under this Section 11(a) shall be construed to include, but shall not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, subcontractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the City. The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.
- (b) In the event that the Contractor or its Subcontractors are requested but refuse to honor the indemnity obligations of this Section or to provide a defense, then the Contractor shall, in addition to all other obligations, pay the cost of bringing any action to enforce this Section, including reasonable attorneys' fees.
- (c) The Contractor hereby intentionally, knowingly, and voluntarily waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill. 2d 155 (1991) that Contractor's

liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner is not limited by the so called "Kotecki Cap." The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.

- (d) The indemnification provisions of this Section 11 are not intended to circumvent the Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01, *et seq.*) and shall not be construed as such, but in such a way to affect their enforcement to the fullest extent of the law.

## **12. COMPLIANCE WITH LAWS**

The Contractor shall perform its Work in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act* (820 ILCS 130/1 *et seq.*). The Contractor shall pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract awards shall contain specific language therein requiring each subcontractor to pay not less than the prevailing wage to all laborers, workers and mechanics performing work for the project contemplated under this Contract. Further, the Contractor and all Subcontractors shall submit monthly certified payroll records to the City verifying that employees are being paid the prevailing rate of wages. The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. The Contractor further agrees to comply with all federal and state Equal Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. Section 12101 *et. seq.*) and all rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et. seq.*), and *Steel Products Procurement Act* (30 ILCS 565/1 *et. seq.*), shall prevail on this project to the extent such Acts are applicable and enforceable.

## **13. ASSIGNMENT**

The Contractor shall not assign this Contract without the prior written consent of the City, which consent may be withheld at City's sole discretion. All Contractor's subcontracts shall be in writing, and shall be assignable by the Contractor to the City.

## **14. BOND**

Pursuant to the *Public Construction Bond Act* (30 ILCS 550/1, *et seq.*), prior to commencing work, the Contractor shall provide a bond in the amount of one hundred percent (100%) of the Contract Sum and conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans and contract, which contract shall be properly executed and signed at the time of filing of said bonds. Pursuant to Section 4 of the *Prevailing Wage Act* (820 ILCS 130/4), the required bond shall include a provisions as will guarantee the faithful performance of the prevailing wage requirements of this Contract and Illinois Law. With



permission of the City, and when state and federal funds are not used on the Work, the Contractor may provide a non-diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond. This bond or the non-diminishing irrevocable letter of credit are to remain in full force and effect up to and including the final acceptance of the work. After which it shall become null and void only after the Contractor provides a maintenance bond which shall meet the approval of said City of Crest Hill.

**15. CITY SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT**

Notwithstanding any other provision in this Agreement or the other Contract Documents, the City shall not, in any manner, be deemed or intended to have waived any claim by making any progress or final payment in any amount.

**16. WARRANTY**

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of contractor means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Agreement or any of the other Contract Documents and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Agreement and all other Contract Documents.

Neither the final payment under the Agreement by the City nor any provisions in the Contract Documents shall relieve the Contractor of any responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period proved by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Agreement, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, the Contractor shall remedy such defects and shall bear all costs and expenses associated with any and all testing necessitated thereby, including but not limited to additional testing which is related to determining whether such defects have been properly remedied.

**17. BID RIGGING AND ROTATING CERTIFICATION**

As required by the section 33E-11 of the *Criminal Code* (720 ILCS 5/33E-11), by executing this Agreement, Contractor certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*.

**18. AUTHORITY TO EXECUTE**

Each of the parties executing this Contract represent and warrant that they have the proper and necessary authority to execute this Contract and to bind their representative entities.

**19. GOVERNING LAW; CHOICE OF FORUM**

This Contract shall be governed by the laws of the state of Illinois. Furthermore, the Parties hereby agree that the Twelfth Judicial Circuit Court of Will County, Illinois, will be the sole and exclusive venue and jurisdiction for any litigation associated with the Contract Documents. As such, the Parties hereby intentionally, knowingly, and voluntarily waive and forever forfeit any right that they presently have or may accrue in the future to file any motion seeking to dismiss any such litigation for want of jurisdiction in said court, to remove any such litigation to any federal court, or to challenge venue in said court for any reason, including but not limited to a motion based on the doctrine of *forum non conveniens*.

**20. SEVERABILITY CLAUSE**

If any provision of this Contract is held invalid, such invalidity shall not affect the other provisions of this Contract which may be given effect without the invalid provision.

**21. TERMINATION**

(a) Termination Without Cause: The City may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the City and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the City, the City shall pay the Contractor for all work performed by the Contractor to the date of termination that has been approved by the City. The City may, upon the Contractor executing such a confirmatory assignments as the City shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the City, terminate subcontracts not assumed by the City, make no further orders of materials or equipment, complete work not terminated (if any), and provide such reports as may be requested by the City as to the status of the Work and the Work remaining to be completed. The City's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.

(b) Termination for Cause: If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to

Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the City; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or if he otherwise violates any provision of the Contract Documents; then the City, without prejudice to any right or remedy available to the City under the Contract Documents or at law or in equity, the City may, after giving the Contractor and its surety under the performance and payment bond required above seven (7) days' written notice, terminate the employment of the Contractor. If requested by the City, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the City shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The City's right to terminate the City-Contractor Agreement pursuant to this Section 21(b) shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

- (c) In the event that the City terminates this Agreement for Cause, as set forth above, the Contractor shall not be entitled to receive further payment until the Work is finished and the City may finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work. If, after the City completes the Work, the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including but not limited to any additional expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

## **22. NOTICES**

Any time that this Agreement or any of the other Contract Documents require one Party to notify or give notice to the other Party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth in the Agreement. In the case of in-person delivery, the notice shall be deemed delivered on the date of such delivery. In the case of delivery by mail or by courier, the notice shall be deemed to be delivered three (3) business days after it is sent. In the case of email delivery, the notice shall be deemed given on the date of said email so long as the email is sent prior to 6:00 p.m. CST—otherwise it shall be deemed delivered as of the next business day.

THIS CONTRACT is entered into as of the day and year first above written.

CITY:

CONTRACTOR:

CITY OF CREST HILL,  
WILL COUNTY, ILLINOIS

M&J UNDERGROUND, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

ITS: \_\_\_\_\_

ITS:  President

MAYOR

ITS: 8/23/2025

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

**Subcontractor Form**

Contractor Name	Contractor Contact Information	Work Performed
Gallagher Asphalt Corporation	800-536-7160	concrete
Mackie Consultants	847-696-1400	construction layout
Roadsafe Traffic Systems	815-372-2300	traffic control/protection
Rosewood Landscaping	708-906-9450	landscape restoration

Prime Contractor: M&J Underground Inc

**BID TAB**  
**RETURN WITH BID**  
**BASE BID FOR INNER CIRCLE DR, HOSMER LN AND RAHILL CT**

ITEM NO.	PAV ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL BID COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	350	\$ 42.00	\$ 14,700.00
21001000	GEO TECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,050	\$ 2.00	\$ 2,100.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	20	\$ 96.00	\$ 1,920.00
28000510	INLET FILTERS	EACH	25	\$ 224.00	\$ 5,600.00
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	1,215	\$ 4.00	\$ 4,860.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	350	\$ 53.00	\$ 18,550.00
35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	136	\$ 19.00	\$ 2,584.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	16,256	\$ 0.01	\$ 162.56
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,626	\$ 0.01	\$ 16.26
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	82	\$ 0.01	\$ 0.82
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,176	\$ 94.00	\$ 110,544.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	784	\$ 102.00	\$ 79,968.00
42000401	PORTLAND CEMENT CONCRETE PAVEMENT 9" (JOINTED)	SQ YD	136	\$ 165.00	\$ 22,440.00
42400800	DETECTABLE WARNINGS	SQ FT	122	\$ 26.00	\$ 3,172.00
44000100	PAVEMENT REMOVAL	SQ YD	136	\$ 44.00	\$ 5,984.00
44000169	HOT-MIX ASPHALT SURFACE REMOVAL, 5"	SQ YD	6,913	\$ 5.00	\$ 34,565.00
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	227	\$ 61.00	\$ 13,847.00
550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	304	\$ 115.00	\$ 34,960.00
550A2520	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	661	\$ 74.00	\$ 48,914.00
55100400	STORM SEWER REMOVAL 10"	FOOT	36	\$ 76.00	\$ 2,736.00
55100500	STORM SEWER REMOVAL 12"	FOOT	238	\$ 76.00	\$ 18,088.00
56103000	DUCTILE IRON WATER MAIN, 6"	FOOT	90	\$ 144.00	\$ 12,960.00
56103100	DUCTILE IRON WATER MAIN, 8"	FOOT	2,237	\$ 125.00	\$ 279,625.00
56105000	WATER VALVES 8"	EACH	17	\$ 3,178.00	\$ 54,026.00
56400500	FIRE HYDRANT TO BE REMOVED	EACH	6	\$ 1,554.00	\$ 9,324.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	\$ 9,349.00	\$ 56,094.00
56500800	DOMESTIC WATER SERVICE BOX	EACH	43	\$ 1,751.00	\$ 75,293.00
60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	7	\$ 3,792.00	\$ 26,544.00
60203805	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 5,918.00	\$ 5,918.00
60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	6	\$ 2,488.00	\$ 14,928.00
60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 4,387.00	\$ 4,387.00

60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	4	\$ 3,314.00	\$ 13,256.00
60234200	INLETS, TYPE A, TYPE I FRAME, OPEN LID	EACH	2	\$ 2,417.00	\$ 4,834.00
60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	17	\$ 3,943.00	\$ 67,031.00
60250200	CATCH BASINS TO BE ADJUSTED	EACH	1	\$ 687.00	\$ 687.00
60500405	FILLING VALVE VAULTS	EACH	5	\$ 1,512.00	\$ 7,560.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	476	\$ 4.00	\$ 1,904.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	645	\$ 6.00	\$ 3,870.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	73	\$ 24.00	\$ 1,752.00
78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	88	\$ 49.00	\$ 4,312.00
78008270	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	15	\$ 212.00	\$ 3,180.00
78011030	GROOVING FOR RECESSED PAVEMENT MARKING, 7"	FOOT	733	\$ 5.00	\$ 3,665.00
78011125	GROOVING FOR RECESSED PAVEMENT MARKING, 25"	FOOT	88	\$ 20.00	\$ 1,760.00
X0322463	CONNECTION TO EXISTING SEWER	EACH	1	\$ 2,624.00	\$ 2,624.00
X0324878	SANITARY SEWER SERVICE ADJUSTMENT	FOOT	100	\$ 176.00	\$ 17,600.00
X1200160	CONNECTION TO EXISTING DRAINAGE STRUCTURE	EACH	1	\$ 2,344.00	\$ 2,344.00
X2080250	TRENCH BACKFILL, SPECIAL	CU YD	2,732	\$ 101.00	\$ 275,932.00
X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	600	\$ 183.00	\$ 109,800.00
X3580300	AGGREGATE BASE REPAIR (SPECIAL)	TON	150	\$ 20.00	\$ 3,000.00
X5510308	SANITARY SEWER REMOVAL, 8"	FOOT	110	\$ 19.00	\$ 2,090.00
X5610656	WATER MAIN TO BE ABANDONED, 6"	FOOT	110	\$ 10.00	\$ 1,100.00
X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	2,287	\$ 12.00	\$ 27,444.00
X5610706	WATER MAIN REMOVAL, 6"	FOOT	20	\$ 20.00	\$ 400.00
X5610708	WATER MAIN REMOVAL, 8"	FOOT	68	\$ 20.00	\$ 1,360.00
X5610804	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	8	\$ 5,044.00	\$ 40,352.00
X5630405	REMOVE EXISTING WATER VALVE	EACH	6	\$ 1,146.00	\$ 6,876.00
X6022858	MANHOLES, TYPE A, SANITARY, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	1	\$ 5,501.00	\$ 5,501.00
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	9	\$ 1,075.00	\$ 9,675.00
X6026622	VALVE VAULTS TO BE REMOVED	EACH	1	\$ 1,512.00	\$ 1,512.00
X6026632	VALVE BOXES TO BE REMOVED	EACH	8	\$ 337.00	\$ 2,696.00
X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	L SUM	1	\$ 58,730.00	\$ 58,730.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 31,916.00	\$ 31,916.00
	3" HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ FT	276	\$ 16.00	\$ 4,416.00
	CASH ALLOWANCE	UNITS	25,000	\$ 1.00	\$ 25,000.00
	COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	FOOT	2,192	\$ 60.00	\$ 131,520.00
	DROP SANITARY MANHOLES, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	2	\$ 7,551.00	\$ 15,102.00
	DUCTILE IRON WATERMAIN, "THEODORE ROAD", 8"	FOOT	75	\$ 188.00	\$ 14,100.00

	INSERTION VALVES, 8"	EACH	1	\$12,527.00	\$ 12,527.00
	PARKWAY RESTORATION - SODDING	SQ YD	1,215	\$ 23.00	\$ 27,945.00
	PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT	SQ YD	422	\$ 162.00	\$68,364.00
	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL & REPLACEMENT (SPECIAL)	SQ FT	6,403	\$ 15.00	\$ 96,045.00
	SANITARY SEWER, PVC ASTM D-2241, 8"	FOOT	110	\$123.00	\$ 13,530.00
	SHAPING AND GRADING ROADWAY	SQ YD	6,997	\$ 3.00	\$ 20,991.00
	STRUCTURES TO BE REMOVED	EACH	10	\$ 2,040.00	\$ 20,400.00
	SUMP LINE	FOOT	100	\$ 132.00	\$ 13,200.00
	TEMPORARY ACCESS	EACH	43	\$ 210.00	\$ 9,030.00
	TEMPORARY PAVEMENT, 2"	SQ YD	2,500	\$ 20.00	\$ 50,000.00
	WATER MAIN CASING SLEEVE	FOOT	60	\$ 160.00	\$9,600.00
	WATER SERVICE LINE, 1" (LONG)	EACH	16	\$ 3,504.00	\$ 56,064.00
	WATER SERVICE LINE, 1" (SHORT)	EACH	27	\$1,899.00	\$ 51,273.00
TOTAL					\$2,318,680.64\$



25AN049

Bond No. S051890

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company  
P.O. Box 712  
Des Moines, IA 50306-0712  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Crest Hill  
20600 City Center Blvd.  
Crest Hill, IL 60403

### CONSTRUCTION CONTRACT

Date: September 16, 2025

Amount: \$ 2,318,680.64 Two Million Three Hundred Eighteen Thousand Six Hundred Eighty Dollars and 64/100

### Description:

(Name and location)

City of Crest Hill - Inner Circle Drive - Water Main Improvement Project

### BOND

Date: September 16, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 2,318,680.64 Two Million Three Hundred Eighteen Thousand Six Hundred Eighty Dollars and 64/100

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

M&J Underground, Inc.

Signature: \_\_\_\_\_

Name Janice Reading  
and Title: President

### SURETY

Company: (Corporate Seal)

Employers Mutual Casualty Company

Signature: \_\_\_\_\_

Name Carl Dohn, Jr.  
and Title: Attorney-in-Fact

Surety Phone No. 515-280-2511



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Assured Partners of Illinois LLC dba Dohn & Maher Associates

4811 Emerson Avenue, Suite 102  
Palatine, IL 60067  
847-303-6800

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_



Bond No. S051890

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**  
(Name, legal status and address)

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

**SURETY:**  
(Name, legal status and principal place of business)

Employers Mutual Casualty Company  
P.O. Box 712  
Des Moines, IA 50306-0712  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
(Name, legal status and address)

City of Crest Hill  
20600 City Center Blvd.  
Crest Hill, IL 60403

### CONSTRUCTION CONTRACT

Date: September 16, 2025

Amount: \$2,318,680.64 Two Million Three Hundred Eighteen Thousand Six Hundred Eighty Dollars and 64/100

Description:

(Name and location)

City of Crest Hill - Inner Circle Drive - Water Main Improvement Project

### BOND

Date: September 16, 2025

(Not earlier than Construction Contract Date)

Amount: \$2,318,680.64 Two Million Three Hundred Eighteen Thousand Six Hundred Eighty Dollars and 64/100

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

M&J Underground, Inc.

Signature: \_\_\_\_\_

Name

Sanice Reading

and Title: President

### SURETY

Company: (Corporate Seal)

Employers Mutual Casualty Company

Signature: \_\_\_\_\_

Name

Carl Dohn, Jr.

and Title: Attorney-in-Fact

Surety Phone No. 515-280-2511



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

AssuredPartners of Illinois LLC dba Dohn & Maher Associates

4811 Emerson Avenue, Suite 102

Palatine, IL 60067

847-303-6800

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_



## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

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

**Carl Dohn, Jr.**

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

Surety Bond Number: S051890  
Principal : M&J Underground, Inc.  
Obligee : City of Crest Hill

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.

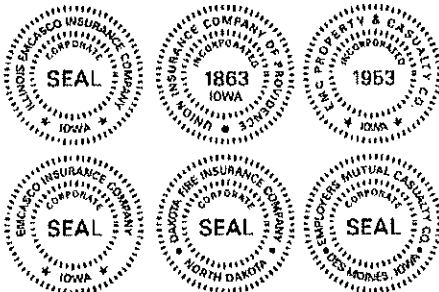
### AUTHORITY FOR POWER OF ATTORNEY

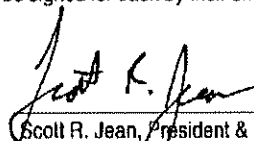
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

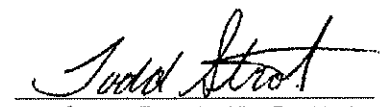
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company 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 19<sup>th</sup> day of September, 2022.

Seals

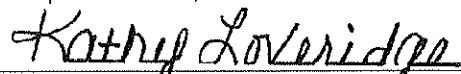


  
\_\_\_\_\_  
Scott R. Jean, President & CEO  
of Company 1 (Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

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

On this 19<sup>th</sup> 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.

  
\_\_\_\_\_  
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 19<sup>th</sup> 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 16<sup>th</sup> day of September, 2025.

  
\_\_\_\_\_  
Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2025

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

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

<b>PRODUCER</b> Acrisure Midwest Partners Insurance Services LLC PO Box 510187 New Berlin WI 53151-0187	<b>CONTACT NAME:</b> Erin Radecky <b>PHONE (A/C, No, Ext):</b> 1-866-882-4999 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> M&J Underground, Inc. P.O. Box 164 Monee IL 60449	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Phoenix Insurance Company <b>INSURER B:</b> St. Paul Protective Insurance Company <b>INSURER C:</b> Travelers Property Casualty Company of America <b>INSURER D:</b> Travelers Casualty Insurance Company of America <b>INSURER E:</b> The Travelers Indemnity Company <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1528881367**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-A1194631-PHX-24	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-8Y246049-24-26-G	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			CUP-A1202659-24-26	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB-A1194968-24-26-G	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
E	Pollution Railroad Protective			A1194631	11/27/2024	11/27/2025	Limit Occ/Aggregate 5,000,000/10,000,000 2,000,000

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

Excluded: Janice Reading  
Project #25AN049 Crest Hill - Inner Circle Dr, Hosmer Lane and Rahill Court Water Main Improvement Project The City of Crest Hill and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured on a primary and non-contributory basis for general liability insurance and automobile liability coverage for the duration of the contract term.

**CERTIFICATE HOLDER****CANCELLATION**

City of Crest Hill  
20600 City Center Blvd  
Crest Hill IL 60403

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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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### **5. Our Right to Recover Payments**

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of autos covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

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

## **PRIMARY NON-CONTRIBUTORY - BLANKET COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL AUTO POLICY**

**A. SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added.

Any person or organization is an **insured** for Covered Autos Liability Coverage, however, only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

**B. SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only.

When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for your operations, contribution from such other insurance shall not be sought by us when:

- (1) There is a written agreement between you and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage.**

All other policy terms and conditions apply.



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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.

II. ~~But if the written contract requires:~~

- A. additional **insured** coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

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

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

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-18)

Policy No: 7091754441



## CNA PARAMOUNT

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

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

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

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

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

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

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

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

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

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

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

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

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the bodily injury or property damage; or
2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Policy No: 7091754441

## Contractors' General Liability Extension Endorsement

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

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## Contractors' General Liability Extension Endorsement



## ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an insured any person or organization described in paragraphs A. through H. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

(a) the bodily injury or property damage; or

(b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

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

**A. Controlling Interest**

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

1. such person or organization's financial control of a Named Insured; or

2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

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

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

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

**C. Lessor of Equipment**

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

**D. Lessor of Land**

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





## Contractors' General Liability Extension Endorsement

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

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

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

**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

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

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

**3. BODILY INJURY - EXPANDED DEFINITION**

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

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

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

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

**A. BROAD KNOWLEDGE OF OCCURRENCE**

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

**B. NOTICE OF OCCURRENCE**

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

**5. BROAD NAMED INSURED**

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

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



CNA PARAMOUNT

## Contractors' General Liability Extension Endorsement

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

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

### 23. SUPPLEMENTARY PAYMENTS

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

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

### 24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

### 25. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

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

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

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

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

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

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

CNA74705XX (1-15)

Policy No: 7091754441

**CNA Paramount Excess and Umbrella Liability  
Policy**

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

**V. Unintentional Omission**

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

**W. Waiver of Rights of Recovery**

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the policy period; and
2. was executed prior to loss.

**VII. DEFINITIONS**

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

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

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

**Aircraft** means any machine or device that is capable of atmospheric flight.

**Arbitration proceeding** means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

**Asbestos** means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

**Authorized Insured** means any executive officer, member of the **Named Insured's** risk management or in-house general counsel's office, or any employee authorized by the **Named Insured** to give or receive notice of a claim.

**Auto** means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, auto does not include mobile equipment.

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

**Claim** means a:

- A. suit; or

**CNA Paramount Excess and Umbrella Liability  
Policy**

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

**3. Cooperation**

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all claims required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

**P. Notices**

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

**Q. Other Insurance**

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any damages or defense costs by any valid and collectible other insurance for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a claim, incident or such event covered by such other insurance.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

**R. Premium**

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current policy period. Premium charges may be paid to the Insurer or its authorized representative.

**S. In Rem Actions**

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

**T. Separation of Insureds**

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a claim is made.

**U. Transfer of Interest**

Workers Compensation And Employers Liability Insurance  
Policy 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

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

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

All other terms and conditions of the policy remain unchanged.

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