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TO BE EXECUTED IN DUPLICATE WHEN SUBMITTED VIA HARD COPY

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1613

**FOREST PRESERVE DISTRICT OF COOK COUNTY ('FPDCC')
METAL BUILDINGS – MCGINNIS FIELD STATION
13700 110TH AVE
ORLAND PARK, IL 60467
PBC PROJECT NO. 15070
FPDCC PROJECT NO. 23-80-42**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Brandon Johnson
Chairman**

**Ray Giderof
Executive Director**

Richard J. Daley Center
50 West Washington Street
Room 200
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com

ISSUED FOR BID ON: DECEMBER 18, 2024

Any Contract entered into as a result of this bid process is governed by: All Volumes (as applicable) of Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts" and Book 3 - "Technical Specifications" and the Drawings.

PUBLIC BUILDING COMMISSION OF CHICAGO

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PUBLIC BUILDING COMMISSION OF CHICAGO

I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 3 is the Technical Specifications for the work to be performed on this project. The architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

II. PROJECT INFORMATION

A. General Information

1. Bids will be received by the Public Building Commission of Chicago for the following Project in accordance with the Contract Documents set forth below:

CONTRACT NO. C1613

**FOREST PRESERVE DISTRICT OF COOK COUNTY ('FPDCC')
METAL BUILDINGS – MCGINNIS FIELD STATION**

13700 110TH AVE

ORLAND PARK, IL 60467

PBC PROJECT NO. 15070

FPDCC PROJECT NO. 23-80-42

2. General Description of Scope of Work:

The project includes construction of New Metal Building for vehicle and storage use. The project also includes the removal of the existing shed, minor renovations at existing Field Station and Lab buildings, site improvements, and upgrade existing electrical service. Contractor will be required to prepare a Phasing and Logistics Plan within 30 days of issuance of NTP for review and approval by FPDCC and PBC, prior to the mobilization and commencement of any Work.

3. Construction Budget for Base Work Only: \$1,600,000.00 - \$1,900,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: Forest Preserve District of Cook County ('FPDCC')
5. Project is located in: McGinnis Slough – (Unincorporated) Orland Park, IL
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
7. Requests for Information: Bidders are to submit requests for information, in writing, via email to the attention of Ms. Patricia Montenegro, PBC Contract Officer at: patricia.montenegro@cityofchicago.org.

Contract Documents Availability: Documents are available at Cross Rhodes Reprographics, Inc. d/b/a Cross Rhodes Print & Technologies, 50 Eisenhower Lane North, Lombard, Illinois 60148. Contact name: Kristy Weber. Telephone number: 630-963-4700.

Cross Rhodes Print & Technologies Planroom: <https://www.x-rhodesplanroom.com/>

8. **Pre-Bid Meeting Date, Time, and Location: Tuesday, January 7, 2025, at 11:00a.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.

9. **Technical Review Meeting Date, Time, and Location: Tuesday, January 7, 2025, at 11:30a.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.

10. **Site Visit Meeting Date, Time, and Location: NONE.**

Bidders shall be responsible for inspecting the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the site logistics required in the successful performance of this Contract. Failure of the Bidders to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

***NOTES REGARDING MEETINGS:**

- a. Meetings referenced in Items #9, 10, and 11 above are NOT mandatory.
- b. Subcontractors and Suppliers are encouraged to attend the meetings.
- c. Proper PPE must be worn at all times on the site.
- d. Bidders shall comply with all COVID-19 protocols in accordance with City of Chicago and CDC guidelines.

11. **Bid Due Date and Public Bid Opening Date, Time, and Location:** Bids are due **Wednesday, January 22, 2025 at 11:00a.m.** and a Public Bid Opening will be held immediately following receipt of bids. The Public Bid Opening will be live streamed on the PBC's YouTube channel: <https://www.youtube.com/@publicbuildingcommissionof8045>

12. Amount of Bid Deposit: 5% amount of bid

13. Document Deposit: N/A

14. Cost for Additional Documents (per set): At the Contractor's own expense.

15. MBE/WBE Contract Goals: 32% MBE/WBE, in the aggregate

16. Source of Funding: Forest Preserve District of Cook County

17. **Pre-Award Meeting Date, Time, and Location:** A Pre-Award is tentatively scheduled for **Monday, January 27, 2025, at 2:00p.m.** via ZOOM virtual meeting platform. Meeting details will be issued by the Contract Officer to the Lowest Apparent Bidder.

For the Pre-Award Meeting, the Lowest Responsive and Responsible Bidder shall be required to:

- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
- b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- d. Provide a list of Pre-Award meeting attendees in advance of the meeting

18. **Notice of Award** is anticipated to be issued following **February 2025** PBC Board of Commissioners Meeting. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.

19. **Meetings referenced in Items #9 and #10 above will be hosted on ZOOM virtual meeting platform. To join click on the link or call the number below:**

Meeting Link:	FPDCC – Metal Buildings – McGinnis Field Station
Meeting Phone Number:	312-626-6799
Meeting ID:	812 5318 4550
Meeting Passcode:	None required

B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and/or a Superintendent to the Project effective as of the date of Notice to Proceed and effective until Final Acceptance. The Project Manager and/or Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work (including the completion of all Punch List Work.) Project Manager and Superintendent can be same individual.

C. Scheduling Software Requirements

The Contractor shall utilize Primavera P6 Scheduling Software or other format approved by the Commission.

D. Online Collaboration and Documentation Management System Requirements

The Contractor shall use PBC's designated On-line Collaboration and Document Management system to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.

E. Time of Completion

Substantial Completion must be achieved no later than **October 31, 2025**. Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
Schedule Milestone #1: Permitting, Mobilization, Site Control, and Submittal Preparation Work may not commence sooner than February 11, 2025	3/31/2025
Substantial Completion: New Metal Building + Renovations at Field Station + Associated Site Improvements Work may not commence sooner than April 1, 2025	10/31/2025
Schedule Milestone #2: Associated Renovations at Existing Lab Building + Associated Site Improvements Work may not commence sooner than April 28, 2025	10/31/2025

F. Commission's Contract Contingency

1. The Commission's Contract Contingency for this Project is: **\$60,000.00**
2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

G. Copies of Drawings and Specifications

The Contractor is responsible for obtaining copies of Drawings and Specifications at its own cost.

H. Liquidated Damages

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph E above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of **\$1,500.00 per day** for failure to achieve Substantial Completion by the specified date, and **\$500.00 per day** for failure to achieve Schedule Milestone #1 and Schedule Milestone #2. Failing to complete the work according to the time stipulated above will result in breach of contract and will result in Liquidated Damages being assessed each and every Day after the time stipulated in the Contract for completing the Work.
2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. Substantial Completion of the Work is defined in Book 2, Section 1.01.37.

I. Prevailing Wage Rates

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the

current prevailing wage rate is the Internet site <https://labor.illinois.gov/> maintained by the State of Illinois Department of Labor.

III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of Patricia Montenegro at patricia.montenegro@cityofchicago.org no later than **Tuesday, January 14, 2025**.

B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, ATTN: Patricia Montenegro, Contract Officer or via email to: patricia.montenegro@cityofchicago.org.

Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission and available on PBC's website at: <http://www.pbcchicago.com>. It shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Bid and Execution Documents-Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

C. Pre-Qualification of Bidders

{INTENTIONALLY OMITTED}

D. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.
3. The Bidder must provide the following item(s) with your Bid Submission:
 - a. Copy of current Contractor's General Contractor License.

Failure to submit these items may deem the Bid unresponsive. Licenses may be that of the Prime, Joint Venture Partner (if any), and/or Sub-Contractor performing the work.

E. Preparation of Bid

1. A fully searchable .pdf of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.

5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
 - a. Contractor's Bid Form
 - b. Bid Guarantee (Bond)
 - c. Acceptance of the Bid
 - d. Basis of Award (Award Criteria)
 - e. Affidavit of Non-Collusion
 - f. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
 - g. Schedule C – Letter of Intent from MBE/WBE
 - h. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - i. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
 - j. Proof of ability to Provide Payment and Performance Bond
 - k. Proof of ability to Provide Insurance
 - l. General Contractors License
7. The Apparent Low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

F. Bid Deposit

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
 - a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

G. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part IV.G. "Acceptance of the Bid." Bids not properly signed shall be rejected.
3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

H. Affidavit of Non-Collusion

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

I. MBE and WBE Commitments

Contract specific goals for MBE and WBE participation is a minimum of 32% MBE/WBE, in the aggregate.

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed **Schedule D**-Affidavit of General Contractor regarding M/WBE Participation and Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract.

The apparent low bidder must provide complete **Schedule C**- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.

Please refer to Exhibit 4 – Assist Agencies. Assist Agencies are comprised of chambers of commerce and not-for-profit agencies that represent the interest of small, minority- and/or women-owned businesses.

J. Local Business Subcontracting Participation, Community Hiring, and Cook County Residency

In order to ensure that local businesses that provide subcontracting work to General Contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

1. Local Subcontracting Requirement
 - a. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - b. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
2. {INTENTIONALLY OMITTED}
3. {INTENTIONALLY OMITTED}
4. Pursuant to an ordinance passed by Cook County on March 12, 2014, County Residency Requirement, Sec. 34-190, adopted by the Forest Preserve District of Cook County (1-8-2(G)). It is the policy of the County, and by extension the Commission, that at least 50% of the project labor shall be performed by Cook County Residents.

K. Disclosure of Retained Parties

The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

L. Submission of Bid

1. One (1) complete copy of all bid documents, including a copy of your firm's Bid Deposit in the amount listed in Section II. General Project Information, and with original signatures (signed in blue ink or Digital Signature), shall be submitted as a single searchable .pdf, with the exception of documents that are only available as a copy. (e.g. copies of licenses, certificates, permits or signature pages). The electronic copy shall be submitted electronically via email to: pub-procurement@cityofchicago.org and patricia.montenegro@cityofchicago.org.

2. Bidders who are unable to submit their bids electronically may request instructions for submitting a "hard copy" of their bid in writing to Patricia Montenegro, Contract Officer at patricia.montenegro@cityofchicago.org.
3. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
4. Written modifications of bids will be considered only if received prior to the time stated for receipt of Bids. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED BID" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit, and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

M. Withdrawal of Bids before Bid Opening

Any Bidder may withdraw its bid by letter, e-mail request, or by personally securing, with proper identification, the submitted bid at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

N. Opening of Bids

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons or representatives properly interested may be present (virtually).

O. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the Apparent Low Bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the Apparent Low Bidder, or any other bidder, to attend a pre-award meeting to review their bids in detail.

P. Basis of Award

1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure and otherwise responsive to all the requirements of the Contract Documents as determined by the Commission.
2. Firms are required to fill out the entire BID FORM to be considered responsive.

Q. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.
3. Upon approval by the Commission to award, and within seven (7) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first

hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.

5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within seven (7) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

R. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director located at 50 W. Washington, Room 200, Chicago, Illinois 60602. A pre-bid protest must be filed no later than five calendar (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.

BID PROTEST ACTIONS	TERM
Type of Protests Allowed: Pre-Bid, Pre-Award, Post-Award	All
Pre-Bid Protest Timing	No later than five (5) calendar days before Bid Opening
Pre-Award (Bid Results) Protest Timing	No later than ten (10) calendar days after Bid Opening
Post-Award Protest Timing	No later than ten (10) calendar days after Award
Adjudicator Role	Executive Director

2. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

S. Licensing

In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its General Contractor License issued by the Department of Buildings of the City of Chicago.

T. Award of Contract, Cancellation, or Rejection of Bids

1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure as noted in Section III.P. Basis of Award above and otherwise responsive to all the requirements of the Contract Documents.
2. The Bidder agrees its bid shall remain valid for a period of up to sixty (60) days after receipt of bid and the bid cannot be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids wherever such rejection is in the best interest of the Commission.
7. The Commission reserves the right to waive any informality in bids received whenever it determines such waiver is in the best interest of the Commission.

8. The Commission reserves the right to cancel the solicitation whenever it determines such cancellation is in the best interest of the Commission.

U. Alternates – Commission Discretion

The Commission expressly reserves the right to accept or decline any alternates offered by Bidder. The Commission will notify the successful Bidder, in writing, whether any alternate(s) will be awarded.

V. Project Labor Agreements

{INTENTIONALLY OMMITTED}

IV. BID AND EXECUTION DOCUMENTS

A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1614, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

Addendum #1 01/14/25 Addendum #2 01/17/25 Addendum #3 01/24/25 Addendum #4 01/30/25

Addendum #5 02/04/25

Further, the Contractor, having inspected the Sites and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the **FOREST PRESERVE DISTRICT OF COOK COUNTY ('FPDCC') METAL BUILDINGS - MCGINNIS FIELD STATION** located at the Sites designated as required by and in strict accordance with the Contract Documents for Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "Project Information".

The Contract Price, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

B. BID FORM – FOREST PRESERVE DISTRICT OF COOK COUNTY (‘FPDCC’) Metal Buildings – McGinnis Field Station

Bidders MUST use the Excel File available to bidders from the [Cross Rhodes Print & Technologies Planroom](#) or the [PBC Current Opportunities Page](#) to ensure accurate calculations for the Total Base Bid and Total Award Criteria. Please follow instructions on the Bid Form.

(Remainder of Page Intentionally Left Blank)

B. BID FORM - FPDCC - METAL BUILDINGS - MCGINNIS FIELD STATION

PROJECT NAME:	FPDCC - Metal Buildings - McGinnis Field Station
CONTRACT NO:	C1613
PROJECT NO:	15070

BID FORM
(For Electronic Submission Only)

LINE	DESCRIPTION	AMOUNT
1	Base Work Only	\$ 1,714,950.00
2	Alternate #1 - Electrical Service Open Trenching with Concrete Encasement	\$ 108,280.00
3	Commission's Contract Contingency	\$ 60,000.00
4	Site Work Allowance	\$ 25,000.00
5	TOTAL BASE BID (equals Line 1 + 3 + 4)	\$ 1,799,950.00
6	TOTAL BASE BID + ALTERNATE #1 (equals Line 1 + 2 + 3 + 4)	\$ 1,908,230.00
7	TOTAL AWARD CRITERIA FIGURE (based on Line 5)	\$ 1,735,151.80
8	TOTAL AWARD CRITERIA FIGURE (based on Line 6)	\$ 1,839,533.72

Accepted by the Commission

SURETY INFORMATION

(Provide Legal Name and address of Surety)

Name:	Travelers Casualty and Surety Company of America
Address:	One Tower Square Hartford Ct 06183

BIDDER'S INFORMATION

Firm Name:	Accel Construction Services Group, LLC
Date:	2/6/2025

NOTES/INSTRUCTIONS

Prior to submitting your bid electronically, please do the following:

1. **Ensure** Line 1 (Base Work Only Amount), the Surety Information section, and Bidder's Information section have been populated.
2. **Save** the file.
3. **Convert** the file to PDF.
4. **Include** copy of the Bid Form **within** the scanned copy of the bid.
5. **Attach** the PDF and Excel version of this Bid Form, **along with** the scanned copy of the bid.
6. **Send email** to: PBC-procurement@cityofchicago.org and patricia.montenegro@cityofchicago.org.

Light Purple	Base Work Only	For Base Work only, enter numbers without decimals or commas. (ie For Base Bid of \$100,000.00, enter 100000)
Light Green	Alternates	For Alternate #1, enter numbers without decimals or commas. (ie For Alt 1 of \$100,000.00, enter 100000)
Light Blue	Contingency(ies)	Amount is fixed and will automatically calculate to determine Total Base Bid (Lines 1+3+4) or Total Base Bid with Alt#1 (Line 1+2+3+4)
Light Yellow	Allowance(s)	Amounts are fixed and will automatically calculate to determine Total Base Bid (Lines 1+3+4) or Total Base Bid with Alt#1 (Line 1+2+3+4)
Orange	Total Base Bid	Equals Line 1+3+4 or Total Base Bid with Alt#1 (Line 1+2+3+4). Total Base Bid automatically populates.
Green	Total Award Criteria Figure	Based on Line 5 or 6. (Total Base Bid figure). Total Award Criteria Figure automatically populates from Award Criteria Figure Worksheet.

PROJECT NAME: FPDCC - Metal Buildings - McGinnis Field Station
 CONTRACT NO: C1613
 PROJECT NO: 15070

AWARD CRITERIA FIGURE FORMULA

(For Electronic Submission Only)

	FORMULA
Line 1. (Based on Total Base Bid)	\$1,799,950.00
Line 2. Minority Journeyman (Maximum figure 0.70)	0.20
Line 3. Multiply Line 2 by Line 1 by 0.04	\$14,399.60
	\$1,799,950.00
Line 4. Minority Apprentice (Maximum figure 0.70)	0.70
Line 5. Multiply Line 4 by Line 1 by 0.03	\$37,798.95
	\$1,799,950.00
Line 6. Minority Laborer (Maximum figure 0.70)	0.70
Line 7. Multiply Line 6 by Line 1 by 0.01	\$12,599.65
	\$1,799,950.00
Line 8. Female Journeyman (Maximum figure 0.15)	0.00
Line 9. Multiply Line 8 by Line 1 by 0.04	\$0.00
	\$1,799,950.00
Line 10. Female Apprentice (Maximum figure 0.15)	0.00
Line 11. Multiply Line 10 by Line 1 by 0.03	\$0.00
	\$1,799,950.00
Line 12. Female Laborer (Maximum figure 0.15)	0.00
Line 13. Multiply Line 12 by Line 1 by 0.01	\$0.00
	\$1,799,950.00
Line 14. Total of Lines 3, 5, 7, 9, 11, and 13	\$64,798.20
Line 15. Total Award Criteria	\$1,735,151.80
TOTAL AWARD CRITERIA (Line 15)	\$1,735,151.80

Accepted by the Commission

NOT ACCEPTED

BIDDER'S INFORMATION

Firm Name: Accel Constructin Services Group, LLC
 Date: 2/6/2025

NOTES/INSTRUCTIONS

- Prior to submitting your bid electronically, please do the following:
 - Ensure** Lines 2, 4, 6, 8, 10, and 12 in the Formula column and the Bidder's Information section have been populated.
 - Save** the file.
 - Convert** the file to PDF.
 - Include** copy of the Award Criteria Figure worksheet within the scanned copy of the bid.
 - Attach** the PDF and Excel version, **along with** the scanned copy of the bid.
 - Send email** to: PBC-procurement@cityofchicago.org and patricia.montenegro@cityofchicago.org.
- Line 1. (Based on Total Base Bid) automatically populates from Bid Form.
- Bidder is to populate Lines 2, 4, 6, 8, 10, and 12 (fields shaded Light Green).
- Lines 2, 4, 6, 8, 10, and 12 are to be entered in decimals. (ie 5% participation = 0.05, 15% participation = 0.15, 50% participation = .50)
- TOTAL AWARD CRITERIA** automatically populates.

PROJECT NAME: FPDCC - Metal Buildings - McGinnis Field Station
 CONTRACT NO: C1613
 PROJECT NO: 15070

AWARD CRITERIA FIGURE FORMULA
(with Alternate #1)
 (For Electronic Submission Only)

	FORMULA
Line 1. (Based on Total Base Bid)	\$1,908,230.00
Line 2. Minority Journeyman (Maximum figure 0.70)	0.20
Line 3. Multiply Line 2 by Line 1 by 0.04	\$15,265.84
	\$1,908,230.00
Line 4. Minority Apprentice (Maximum figure 0.70)	0.70
Line 5. Multiply Line 4 by Line 1 by 0.03	\$40,072.83
	\$1,908,230.00
Line 6. Minority Laborer (Maximum figure 0.70)	0.70
Line 7. Multiply Line 6 by Line 1 by 0.01	\$13,357.61
	\$1,908,230.00
Line 8. Female Journeyman (Maximum figure 0.15)	0.00
Line 9. Multiply Line 8 by Line 1 by 0.04	\$0.00
	\$1,908,230.00
Line 10. Female Apprentice (Maximum figure 0.15)	0.00
Line 11. Multiply Line 10 by Line 1 by 0.03	\$0.00
	\$1,908,230.00
Line 12. Female Laborer (Maximum figure 0.15)	0.00
Line 13. Multiply Line 12 by Line 1 by 0.01	\$0.00
	\$1,908,230.00
Line 14. Total of Lines 3, 5, 7, 9, 11, and 13	\$68,696.28
Line 15. Total Award Criteria	\$1,839,533.72
TOTAL AWARD CRITERIA (Line 15)	\$1,839,533.72

Accepted by the Commission

ACCEPTED

BIDDER'S INFORMATION

Firm Name: Accel Construction Services Group,LLC
 Date: 2/6/2025

NOTES/INSTRUCTIONS

- Prior to submitting your bid electronically, please do the following:
 - Ensure** Lines 2, 4, 6, 8, 10, and 12 in the Formula column and the Bidder's Information section have been populated.
 - Save** the file.
 - Convert** the file to PDF.
 - Include** copy of the Award Criteria Figure worksheet **within** the scanned copy of the bid.
 - Attach** the PDF and Excel version, **along with** the scanned copy of the bid.
 - Send email** to: PBC-procurement@cityofchicago.org and patricia.montenegro@cityofchicago.org.
- Line 1. (Based on Total Base Bid + Alt 2) automatically populates from Bid Form.
- Bidder is to populate Lines 2, 4, 6, 8, 10, and 12 (fields shaded Light Green).
- Lines 2, 4, 6, 8, 10, and 12 are to be entered in decimals. (ie 5% participation = 0.05, 15% participation = 0.15, 50% participation = .50)
- TOTAL AWARD CRITERIA** automatically populates.

PUBLIC BUILDING COMMISSION OF CHICAGO

F. ACCEPTANCE OF THE BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the
11th day of February, in the year 2025. (Board Date)

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Wilty
Mary Pat Wilty, Secretary

Mayor Brandon Johnson, Chairman

CONTRACTING PARTY

Accel Construction Services Group, LLC
Contractor Name

2211 N Elston Ave. Suite 302 Chicago IL 60614
Address

IF A CORPORATION:

Name: _____
Title: _____
Signature: _____

ATTEST BY: _____

IF A PARTNERSHIP: Limited Liability Company

Partner (Signature) _____
Henry Lopez, President
Partner (Signature) _____
Collins Whitfield, VP

Secretary

2420 Osooto Dr., Ft. Lauderdale, FL
Address

6217 Meyer Rd, Woodridge, IL
Address

Partner (Signature) _____

Address

IF A SOLE PROPRIETORSHIP:

Signature _____

Address

NOTARY PUBLIC

County of Cook State of IL

Subscribed and sworn to before me on this 6th day of February, 2025.

(SEAL)
Notary Public Signature

Commission Expires: 7/31/28

APPROVED AS TO FORM AND LEGALITY

Amne L. Zredd Date: 7/1/2025
Neal & Leroy, LLC



PUBLIC BUILDING COMMISSION OF CHICAGO

V. BID SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria Figure) – TO BE COMPLETED ELECTRONICALLY

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria Figure formula for the purpose of evaluating bids and awarding the contract. A contract in the amount of the Total Base Bid (or Base Contract Price) will be awarded to the responsible bidder with the lowest Award Criteria Figure pursuant to Section III. P Basis of Award above. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

1. Instructions

The Bidder shall complete an Award Criteria Figure Formula for both Total Base Bid and Total Base Bid with Alternate Scenario(s) and transfer the final Award Criteria Figure - Line 15 (of chart below) to the space provided on the itemized BID FORM. Failure to complete the formula may be cause for rejection of the Bidder's BID. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than seventy percent (70%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than fifteen percent (15%) in each category for the purpose of award criteria only. The seventy percent (70%) and fifteen percent (15%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

2. Award Criteria Figure Formula

Line 1.	TOTAL BASE BID (Refer to BID FORM) , in figures	<u>\$1,799,950.00</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	<u>.20</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>\$14,399.60</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	<u>.70</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>\$37,798.95</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	<u>.70</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>\$12,599.65</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	<u>0</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	<u>0</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	<u>0</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>\$64,798.20</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>\$1,735,151.80</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ \$1,735,151.80

3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- In calculating the hours worked by minority and women Journeyworkers, apprentices, and laborers under the Award Criteria Figure set out in Part V.A. "Basis of Award (Award Criteria Figure)," all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- In calculating the hours worked by minority and women apprentices under the Award Criteria Figure set out in Part V "Bid Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

"City of Chicago Residents" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from coverage in this section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Section II, A.6 above.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Bid on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Figure formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

- For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 04}{100}$$

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

- For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 03}{100}$$

PUBLIC BUILDING COMMISSION OF CHICAGO

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 01}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

PUBLIC BUILDING COMMISSION OF CHICAGO

6. Major Trades

The following trades are anticipated to be used in the performance of this contract:

Landscaping	Excavation
Carpentry	Road Markings
Concrete	Asphalt
Electrical	Plumbing
Signage	Pre-fabricated structures

For approval of other trades for consideration in the Award Criteria Figure formula, written approval should be requested from the Commission.

7. Trade Participation - For Information Only

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Figure formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority and/or women business enterprise participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

TRADE PARTICIPATION	PERCENT OF MINORITY and/or WOMEN BUSINESS ENTERPRISE PARTICIPATION
Demo & Earthwork	Percent of Trade MBE Participation- 70% Minority Labor
Landscaping	Percent of Trade MBE Participation- 70% Minority Labor
General Clean-up & Final Cleaning	Percent of Trade MBE Participation- 70% Minority Labor
Steel Erection	Percent of Trade MBE Participation- 30% Minority Journey
Carpentry, Framing, Drywall & Misc. Trades	Percent of Trade MBE Participation- 50% Minority Journey
Plumbing	Percent of Trade MBE Participation- 30% Minority Journey
Mechanical	Percent of Trade MBE Participation- 30% Minority Journey
Electrical	Percent of Trade MBE Participation- 30% Minority Journey
Plumbing, Mechanical & Electrical	Percent of Trade MBE Participation- 70% Minority Apprentices

8. Trade Certification (as applicable)

All contractors performing work in unincorporated Cook County are required to register with the Department of Building and Zoning. For additional information, please visit: <https://www.cookcountyil.gov/service/contractor-registration>

PUBLIC BUILDING COMMISSION OF CHICAGO

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

Henry Lopez _____, being first duly sworn, deposes and says that:

(1) He/She is President

(Owner, Partner, Officer, Representative or Agent) of
Accel Construction Services Group, LLC
the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

(Signed) _____
President

(Title)
Subscribed and sworn to before me this 6th day of February 20 25

Office Manager
(Title)
My Commission expires: 7/31/28



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)

Name of Project: FPDCC Metal Buildings- McGinnis Field Station

STATE OF ILLINOIS }
 }
 COUNTY OF COOK } SS
 }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
President

Title and duly authorized representative of

Accel Construction Services Group, LLC

Name of General Contractor whose address is

2211 N Elston Ave. Suite 302 Chicago IL 60614

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Accel Constructin Services Group, LLC	Project management, supervision, quality control, safety and general conditions.	\$ 502,000.00	\$
		\$	\$
Evergreen Supply Co.	Furnish electrical panel boards and lighting.	\$	\$ 54,000.00
Brandenburger Plumbing, Inc	Furnish plumbing material and Labor	\$ 110,000.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ 612,000.00	\$ 54,000.00
Percent of Total Base Bid		32.07 %	2.83 %

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2)

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Accel construction Services Group, LLC

Name of Contractor (Print)

2/6/2025

Date

773-902-5296

Phone

IF APPLICABLE: N/A

BY:

Joint Venture Partner (Print)

Date

Phone/FAX


Signature

Henry Lopez

Name (Print)

Signature

Name (Print)

MBE WBE Non-MBE/WBE

QUALIFIED INVESTMENT AREA

No

This profile was generated on 2/10/2025

Business & Contact Information

BUSINESS NAME	Accel Construction Services Group, LLC
OWNER	Mr. Henry Lopez
ADDRESS	2211 N Elston Ave Suite 302 Chicago, IL 60614 [map]
PHONE	773-902-5296
FAX	773-902-5285
EMAIL	rdomanico@acceldevgroup.com
WEBSITE	http://www.acceldevgroup.com
ETHNICITY	Hispanic/Latino

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	11/6/2024
RENEWAL DATE	12/15/2025
EXPIRATION DATE	1/3/2029
CERTIFIED BUSINESS DESCRIPTION	NAICS 236220 Commercial and Institutional Building Construction NAICS 541690 Other Scientific and Technical Consulting Services

Commodity Codes

Code	Description
NAICS 236220	Commercial and Institutional Building Construction
NAICS 541690	Other Scientific and Technical Consulting Services

Additional Information

WARD	32
COMMUNITY AREA	22 Logan Square
QUALIFIED INVESTMENT AREA	No

This profile was generated on 1/10/2025

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: FPDCC - METAL BUILDINGS – MCGINNIS FIELD STATION

Project Number: 15070

FROM:

Brandenburger Plumbing, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Accel Construction Services Group, LLC and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Plumbing

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$110,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)

To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS*

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

***If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.**

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Brandenburger Plumbing, Inc.

Name of MBE/WBE Firm (Print)

2/10/2025

Date

773-779-8350

Phone

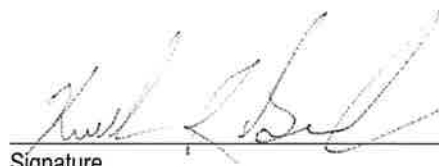
IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone



Signature

Keith Brandenburger, President


Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Certified Profile

CLOSE WINDOW 

[Print](#)

Business & Contact Information

BUSINESS NAME	Brandenburger Plumbing, Inc.
OWNER	Mr. Keith Brandenburger
ADDRESS	3245 W. 111th Street Chicago, IL 60655-2701 [map]
PHONE	773-779-8350
EMAIL	tconti@brandenburgerplumbing.com
ETHNICITY	Hispanic/Latino

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	11/18/2024
RENEWAL DATE	3/1/2025
EXPIRATION DATE	3/1/2025
CERTIFIED BUSINESS DESCRIPTION	238220 Plumbing contractors and Fixture Installation 238220 Sewer hookup and connection, building

Commodity Codes

Code	Description
NAICS 238220	Plumbing contractors
NAICS 238220	Sewer hookup and connection, building

Additional Information

WARD	19
COMMUNITY AREA	74 Mount Greenwood

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: FPDCC Metal Buildings - McGinnis Field Station

Project Number: 15070

FROM:

Evergreen Supply Co. MBE WBE ☒
(Name of MBE or WBE)

TO:

Accell Construction and Public Building Commission of Chicago
(Name of Bidder) Services Group, LLC

The undersigned intends to perform work in connection with the above-referenced project as (check one):

 a Sole Proprietor ☒ a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7-1-2022. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

PANELBOARDS, LIGHTING

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$ 90,000⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)

To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS*

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

*If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Evergreen Supply Co.
Name of MBE/WBE Firm (Print)

1-24-25

Date

773-375-4750

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Cullham
Signature

CoNeen Kramer
Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUL 11 2022

Colleen Kramer
Evergreen Supply Co.
1400 Ardmore Avenue
Itasca, IL 60143

Re: Change in Address

Dear Ms. Kramer:

We are pleased to inform you that we have updated your certification to reflect your firm's change in address. **Evergreen Supply Co.** continues to be certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of May 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

423610 - Construction Materials, Electrical, Merchant Wholesalers

423610 - Fixtures, Electric Lighting, Merchant Wholesalers

423610 - Insulated Wire or Cable Merchant Wholesalers

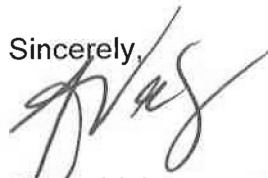
423690 - Condensers, Electronic, Merchant Wholesalers

423690 - Electronic Parts (e.g., condensers, connectors, switches) Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Aileen Velazquez *AV*
Chief Procurement Officer

AV/sl

Business & Contact Information

BUSINESS NAME	Evergreen Supply Co.
OWNER	Colleen Kramer
ADDRESS	1400 Ardmore Ave. Itasca, IL 60143-1107 [map]
PHONE	773-375-4750
FAX	773-375-4765
EMAIL	ckramer@evergreensupply.com
WEBSITE	http://www.evergreensupply.com
ETHNICITY	Caucasian

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	6/20/2024
RENEWAL DATE	5/1/2025
EXPIRATION DATE	5/1/2025
CERTIFIED BUSINESS DESCRIPTION	423610 Construction materials, electrical, merchant wholesalers 423610 Fixtures, electric lighting, merchant wholesalers 423610 Insulated wire or cable merchant wholesalers 423690 Condensers, electronic, merchant wholesalers 423690 Electronic parts (e.g., condensers, connectors, switches) merchant wholesalers

Commodity Codes

Code	Description
NAICS 423610	Construction materials, electrical, merchant wholesalers
NAICS 423610	Fixtures, electric lighting, merchant wholesalers
NAICS 423610	Insulated wire or cable merchant wholesalers

NAICS 423690	Condensers, electronic, merchant wholesalers
NAICS 423690	Electronic parts (e.g., condensers, connectors, switches) merchant wholesalers

Additional Information

WARD	N/A
COMMUNITY AREA	N/A
QUALIFIED INVESTMENT AREA	N/A

This profile was generated on 2/7/2025

PUBLIC BUILDING COMMISSION OF CHICAGO

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
 - a. Description of goods or services to be provided under Contract

2. Name of Contractor: _____
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
Check here if no such persons have been retained or are anticipated to be retained: _____

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

PUBLIC BUILDING COMMISSION OF CHICAGO

4. The Contractor understands and agrees as follows:
- The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
 - If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
 - This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

Signature

Date

Name (Type or Print)

Title

Subscribed and sworn to before me
this _____ day of _____, 20____ (SEAL)

Notary Public

Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1613

PERFORMANCE AND PAYMENT BOND

Bond No. 108179208

Contract No.

C1613

KNOW ALL MEN BY THESE PRESENTS, that we, Accel Construction Services Group, LLC, a Limited Liability Company organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as Principal, and
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

a corporation organized and existing under the laws of the State of Connecticut, with offices in the State of Connecticut, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of ONE MILLION NINE HUNDRED EIGHT THOUSAND TWO HUNDRED THIRTY DOLLARS AND NO CENTS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated February 11, 2025, for the fabrication, delivery, performance, and installation of:

Forest Preserve District of Cook County ("FPDCC")

Metal Buildings – McGinnis Field Station - Contract No. C1613 - Project # 15070 / Type of Work: Construction

Orland Park, Illinois

In the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the

Bond #: 108179208

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1613

performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of ONE MILLION NINE HUNDRED EIGHT THOUSAND TWO HUNDRED THIRTY DOLLARS AND NO CENTS shall secure the payment of all sums due of and by the Principal under the Contract and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

Bond #: 108179208

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1613

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 2/12/25, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal

City

State

CORPORATE SEAL

ATTEST:

BY _____

ACCEL CONSTRUCTION SERVICES GROUP, LLC.
Principal

BY _____

Henry Lopez, President
Title

Title

BY _____

Alexa Costello/Witness

One Tower Square, Hartford, CT 06183
Business Address

Travelers Casualty and Surety Company of America
Corporate Surety

BY _____

James I. Moore

Attorney-in-Fact

Title

CORPORATE SEAL

FOR CLAIMS (Please print):

Contact Name: James I. Moore

Business Address: 1411 Opus Place, Suite 450, Downers Grove, IL 60515

Telephone: 630-468-5600

Fax: _____

The rate of premium of this Bond is \$ \$11.90/500K, \$9.40/2M per thousand. **

Total amount of premium charged is \$ 19,187.00 **

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1613

BOND APPROVAL

BY

Mary Pat Witry, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Collins Whitfield, certify that I am the Vice President Secretary of Accel Construction Services Group, LLC corporation named as Principal in the foregoing performance and payment bond, that Henry Lopez who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 12 day of February, 2025



CORPORATE SEAL



State of Illinois

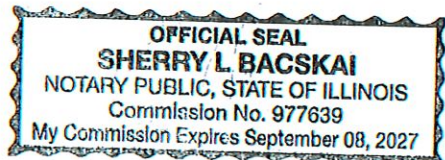
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry L Bacskai Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and
Surety Company of America who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 12th day of February, 2025.

A handwritten signature in blue ink, which appears to be "Sherry L. Bacskai", is written over a horizontal line.

Notary Public

Sherry L Bacskai

My Commission expires: September 8, 2027



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James I. Moore** of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 108179208

OR

Project Description: Contract No. C1613
FPDCC Metal Buildings - McGinnis Field Station

Principal: Accel Construction Services Group, LLC

Obligee: Board of Commissioners Public Building Commission of Chicago

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

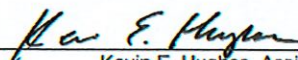
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th day of February**, 2025.





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PUBLIC BUILDING COMMISSION OF CHICAGO

Document Submittal Checklist

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. _____ Contractor's Bid (Bid Form)
2. _____ Bid Guarantee (Bond)
3. _____ Acceptance of the Bid
4. _____ Basis of Award (Award Criteria)
5. _____ Affidavit of Non-Collusion
6. _____ Schedule B – Affidavit of Joint Venture (if applicable)
7. _____ Schedule C – Letter of Intent from MBE/WBE
8. _____ Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9. _____ Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10. _____ Proof of Ability to Provide Payment & Performance Bond
11. _____ Proof of Ability to Provide Insurance
12. _____ General Contractor's License
13. _____ Disclosure of Retained Parties (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE DECEMBER 16, 2024
(Current as December 18, 2024)

Please click on the link below:

<https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy25/20241216/Cook.pdf>

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PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #2 INSURANCE REQUIREMENTS

**CONTRACT NO. 15070 - FOREST PRESERVE DISTRICT OF COOK COUNTY ('FPDCC')
METAL BUILDINGS -MCGINNIS FIELD STATION**

The insurance requirements listed below are the minimum requirements that will be required for work issued on a contract resulting from this Procurement. The actual requirements for the project may be higher and will be determined based on the scope and the requirements as determined in collaboration with the User Agency as determined after award. As noted in this Procurement, Respondent is to submit a certificate of insurance evidencing their current insurance program.

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Completion of the project, including during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission.

A. INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the Forest Preserve District of Cook County, the City of Chicago, the County of Cook, and each of their respective Board members, employees, elected officials, officers, or representatives, and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the ISO CG2010 0704 and CG2037 0704. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two-year completed operations periods. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Forest Preserve District of Cook County, the City of Chicago, the County of Cook, and each of their respective Board members, employees, elected officials, officers, or representatives, and others as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and

PUBLIC BUILDING COMMISSION OF CHICAGO

non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Forest Preserve District of Cook County, the City of Chicago, the County of Cook, and each of their respective Board members, employees, elected officials, officers, or representatives, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein. Subcontractors performing environmental work for Contractor must maintain limits of not less than \$1,000,000 per occurrence.

5) **Professional Liability**

When Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing professional work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) **Builders Risk/Installation Floater**

Contractor must provide All Risk Builders Risk or Installation Floater insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site-work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site.

The Public Building Commission of Chicago, the Forest Preserve District of Cook County, the City of Chicago, the County of Cook, and each of their respective Board members, employees, elected officials, officers, or representatives, and others as may be required by the Public Building Commission of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and may only be cancelled with the written permission of the Public Building Commission, even if the Project has been put to its intended use.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Contractor.

7) **Railroad Protective Liability**

{Intentionally omitted}

(continued on next page)

PUBLIC BUILDING COMMISSION OF CHICAGO

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Forest Preserve District of Cook County, the City of Chicago, the County of Cook, , and any other entity as required by the Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the City of Chicago Department of Transportation, and any other entity as required by the Public Building Commission of Chicago.

The insurance coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Forest Preserve District of Cook County, the City of Chicago, the County of Cook, and others as may be required by the Public Building Commission of Chicago, will not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037

The Public Building Commission reserves the right to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2025

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

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

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction	
	PHONE (A/C, No. Ext): 630-468-5600	FAX (A/C, No):
	E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURED Accel Construction Services Group, LLC 2211 N. Elston Ave., Suite 302 Chicago IL 60614	INSURER B: SiriusPoint Specialty Insurance Corporation	16820
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1862444036

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB2-Z91-478515-014	8/24/2024	8/24/2025	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$15,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	Y	AS2-Z91-478515-024	8/24/2024	8/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000			TH7-Z91-478515-064	8/24/2024	8/24/2025	EACH OCCURRENCE \$ \$10,000,000 AGGREGATE \$ \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC2-Z91-478515-034	8/24/2024	8/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
A B B	Inland Marine Pollution Professional Liability		Y	YM2-Z91-478515-054 CPPL D0001102 01 CPPL D0001102 01	8/24/2024 8/24/2024 8/24/2024	8/24/2025 8/24/2025 8/24/2025	L&R Equip./Deductible \$50,000/\$1,000 Ea. Incdt/Agg Limit \$2,000,000 Ea. Incdt/Agg Limit \$2,000,000

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

RE: Contract No. 15070- Forest Preserve District of Cook County ('FPDCC'), Metal Buildings- McGinnis Field Station. The Public Building Commission of Chicago, the Forest Preserve District of Cook County, the City of Chicago, the County of Cook, and each of their respective Board members, employees, elected officials, officers, or representatives, and others as may be required by the Public Building Commission of Chicago are primary and non-contributory additional insured on the G/L, Auto, and Pollution policies if required by written contract, subject to policy terms, conditions, and exclusions. *Waivers of subrogation apply to G/L, Auto, Workers Comp., and Pollution policies if required by written contract, subject to policy terms, conditions, and exclusions. (Umbrella follows form over G/L, Auto, and Employers Liability policies)

CERTIFICATE HOLDER

CANCELLATION

APPROVED
JLB

2/18/2025

Public Building Commission of Chicago
50 West Washington Street, Room 200
Chicago IL 60602

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

POLICY NUMBER: TB2-Z91-478515-014

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy.

Location(s) Of Covered Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: TB2-Z91-478515-014

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence", that such person or organization be added as an additional insured to your policy.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number AS2-Z91-478515-024
 Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

Policy Number
Issued by

II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

Policy Number
Issued by

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

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IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and

- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

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

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- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

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- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:
 - 1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 - 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 - 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

- b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

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However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

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2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.
- D. This coverage does not apply:
 1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:

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Issued by

- (1) 60 days;
- (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
- (3) The number of days specified in any other Cancellation Condition attached to this policy,
prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

- 1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
- 2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

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A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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Issued by

Schedule

Premium

Liability
Physical Damage
Total Premium

V. Fellow Employee
Schedule of Employees:

XVIII. Drive Other Car Name of Individual	LIAB	MP	UM	UIM	COMP	COLL

XX. Notice of Cancellation or Nonrenewal
Name and Address

Number of Days

Policy Number TB2-Z91-478515-014
 Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Reasonable Force**
- Item 2. Non-Owned Watercraft Extension**
- Item 3. Damage To Premises Rented To You – Expanded Coverage**
- Item 4. Bodily Injury To Co-Employees**
- Item 5. Knowledge Of Occurrence Or Offense**
- Item 6. Notice Of Occurrence Or Offense**
- Item 7. Unintentional Failure To Disclose**
- Item 8. Bodily Injury Redefined**
- Item 9. Supplementary Payments – Increased Limits**
- Item 10. Property In Your Care, Custody Or Control**
- Item 11. Mobile Equipment Redefined**
- Item 12. Newly Formed Or Acquired Entities**
- Item 13. Waiver Of Right Of Recovery By Written Contract Or Agreement**

Item 1. Reasonable Force

Exclusion a. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury

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

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You – Expanded Coverage

A. The final paragraph of **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

B. Paragraph **6.** of **Section III – Limits Of Insurance** is replaced by the following:

- 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a.** \$300,000; or
- b.** The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph **9.a.** of the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

D. The paragraph immediately following Paragraph **(6)** of Exclusion **j.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits of Insurance**.

Item 4. Bodily Injury To Co-Employees

A. Paragraph **2.** of **Section II – Who Is An Insured** is amended to include:

Each of the following is also an insured:

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1)** To you;
- (2)** To your partners or members (if you are a partnership or joint venture);
- (3)** To your members (if you are a limited liability company); or
- (4)** To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Paragraph **2.a.(1)(a)** of **Section II – Who Is An Insured** does not apply to "bodily injury" for which insurance is provided by this paragraph.

- B.** The insurance provided by this **Item 4.** for "bodily injury" to a co-"employee" or "volunteer worker" will not apply if the injured co-"employee's" or "volunteer worker's" sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this **Item 4.** is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Knowledge Of Occurrence Or Offense

Knowledge of an "occurrence" or offense by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" designated by you to notify us of an "occurrence" or offense has knowledge of the "occurrence" or offense.

Item 6. Notice Of Occurrence Or Offense

For purposes of Paragraph **2.a.** of **Section IV – Commercial General Liability Conditions**, you refers to your "executive officer" or "employee" that you have designated to give us notice.

Item 7. Unintentional Failure To Disclose

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this Policy shall not be a basis for denial of any coverage afforded by this Policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. Bodily Injury Redefined

The definition of "bodily injury" in **Section V – Definitions** is replaced by the following:

"Bodily injury" means:

- a.** Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b.** Mental anguish, shock or humiliation arising out of injury as defined in Paragraph **a.** above. Mental anguish means any type of mental or emotional illness or distress.

Item 9. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** of **Section I – Supplementary Payments – Coverages A And B** are replaced by the following:

- b.** Up to \$3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

Item 10. Property In Your Care, Custody Or Control

- A.** Paragraphs **(3)** and **(4)** of Exclusion **j.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** are deleted.

B. Additional Exclusion

Coverage provided by this endorsement does not apply to "property damage" to property while in transit.

C. Limits of Insurance

Subject to Paragraphs **2.**, **3.**, and **5.** of **Section III – Limits Of Insurance**, the most we will pay for insurance provided by Paragraph **A.** above is:

\$10,000 Each Occurrence Limit

\$75,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this **Item 10.**

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this Policy.

Item 11. Mobile Equipment Redefined

The definition of "mobile equipment" in **Section V – Definitions** is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 12. Newly Formed Or Acquired Entities

A. Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

- 3.** Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a.** Coverage under this provision is afforded only until:
 - (1) The 180th day after you acquire or form the organization;
 - (2) Separate coverage is purchased for the organization; or
 - (3) The end of the policy period
 whichever is earlier;
 - b.** **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c.** **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this **Item 12.** does not apply if a Broad Form Named Insured endorsement attached to this Policy applies to that organization.

Item 13. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery because of payments we make under this Policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Sample

This endorsement is executed by the Liberty Mutual Fire Insurance Company

Premium \$

Effective Date 8/24/2024 Expiration Date 8/24/2025

For attachment to Policy No. WC2-Z91-478515-034



ACCEL CONSTRUCTION SERVICES
GROUP LLC
2211 N. ELSTON AVE, SUITE 302
CHICAGO, IL 60614

ACCEL CONSTRUCTION SERVICES
GROUP LLC
2211 N. ELSTON AVE, SUITE 302
CHICAGO, IL 60614

ACCEL CONSTRUCTION SERVICES
GROUP LLC
2211 N. ELSTON AVE, SUITE 302
CHICAGO, IL 60614



NEW

Policy Number

COMMERCIAL LINES POLICY COMMON DECLARATIONS COMMERCIAL MARINE

Coverage is provided in the: HANOVER INSURANCE COMPANY 440 LINCOLN STREET WORCESTER, MASSACHUSETTS 01653				
POLICY NUMBER		POLICY PERIOD		AGENCY CODE
	FROM	TO		
IHC J963624 00	04/01/2025	04/01/2026	AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ON THE COMMON DECLARATION. 1305111	
NAMED INSURED AND MAILING ADDRESS			AGENT	
(Street, Town or City, County, State, Zip Code) ACCEL CONSTRUCTION SERVICES GROUP LLC 2211 N. ELSTON AVE, SUITE 302 CHICAGO, IL 60614			HUB INTERNATIONAL MIDWEST LIMITED 1411 OPUS PL STE 450 DOWNERS GROVE, IL 60515	

DESCRIPTION OF BUSINESS

☐ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Other:

Business Description: BUILDERS RISK

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
• Commercial Property Coverage Part.....	_____
• Commercial Crime Coverage Part	_____
• Commercial Inland Marine Coverage Part	\$2,404.00
• Boiler and Machinery Coverage Part.....	_____
• Ocean Marine	_____
• Terrorism	\$24.00

PREMIUM <input checked="" type="checkbox"/> The total premium of \$2,428.00 is due at inception <input type="checkbox"/> The total premium includes a deposit premium subject to adjustment	PAYMENT PLAN: Direct Bill
--	-------------------------------------

See list of Form (s) and Endorsement(s) applicable to all Coverage Part(s) and made a part of this policy at time of issue.

Countersigned:

By

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS AND MADE A PART OF THIS POLICY AT TIME OF ISSUE

Form Number	Edition Date	Form Name
Common Forms applicable to All Coverages		
IM 201	05-08	Commercial Marine - Reporting Claims
IM441-1644	05-22	Builders Risk Notice To Policyholder
IM441 1454	10-15	Additional Insured
IM441-1045	01-12	Minimum Earned Premium
IM441-1635	01-20	Additional Property Not Covered Endorsement - Construction Type
401-1374	12-20	Disclosure Pursuant To Terrorism Risk Insurance Act
CL 06 00	01-15	Certified Terrorism Loss
CM 00 01	09-04	Commercial Inland Marine Conditions
CM 01 28	03-99	Illinois Changes - Intentional Acts
CM 02 04	01-18	Illinois Changes
IL 00 17	11-98	Common Policy Conditions
IL 09 35	07-02	Exclusion of Certain Computer-Related Losses
IM441-1636	03-24	Additional Property Not Covered Endorsement - Project Type
231-0862	07-23	The Hanover Insurance Group Consumer Privacy Notice
401-1337	02-16	Trade Or Economic Sanctions Endorsement
401-1377	06-20	Company Address Listing
401-1417	03-23	Important Policyholder Information For Illinois Insureds
SIG 11 00	11-17	Signature Page
Builders Risk Forms		
IM441-1359	08-16	Builders' Risk Schedule of Coverages
IM441-1373 BR	01-22	Builders' Risk Flood and Related Water Schedule of Coverages
IM441-1378 BR	08-16	Builders' Risk Earthquake Schedule
IM441-1352	01-20	Builders' Risk Coverage Form
IM441-1354	08-16	Builder's Risk Delay In Completion Coverages Endorsement
IM441-1358	08-16	Builders Risk Flood and Related Water
IM441-1377	08-16	Builders' Risk Earthquake Endorsement
IM441-1381	06-13	Exclusion Of Loss Due To Virus Or Bacteria



Commercial Marine REPORTING CLAIMS

In the event of a claim losses must be reported by the insured or agent immediately through our National Claims Reporting Line @ 1-800-628-0250.

The caller then presses 2. This delivers the call to our Customer Care Team. Our representative will take the loss report and assign an adjuster.

Losses can also be faxed to us @ 1-800-399-4734.

BUILDERS' RISK IMPORTANT NOTICE TO POLICYHOLDERS

THIS DISCLOSURE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

This notice is to advise you that your Builders' Risk policy is a set term policy and is not automatically extended. The coverage provided under the Builders' Risk Coverage Form will cease as of the expiration date.

We understand that an extension of coverage may be necessary in order to complete the Builders' Risk project. This may be a result of design changes, permitting, weather delays or problems with suppliers or material deliveries. An extension questionnaire with key questions will be issued and we ask that you work with your agent on answering those questions if an extension is necessary. Upon receipt of the completed questionnaire we will review, evaluate and determine if an extension is granted. If we do not receive the questionnaire we are unable to offer an extension.

IM441 1454 10 15

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-- PLEASE READ THIS CAREFULLY --

ADDITIONAL INSURED

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

JobsiteName and Address of Additional Insured for this jobsite:

Jobsite 001 - 13700 110TH AVE
ORLAND PARK, IL 60467

PUBLIC BUILDING COMMISSION OF
CHICAGO
50 W. WASHINGTON ST., ROOM 200
CHICAGO, IL 60602

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IM441-1045 01 12

This endorsement changes
"your" policy
-- PLEASE READ THIS CAREFULLY --

Minimum Earned Premium

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

In the event of cancellation of this policy or reduction in coverage by "you" the minimum earned premium is \$500.

Minimum earned premium is the minimum premium "we" will retain regardless of the cancellation or amendment date of "your" policy.

If "your" policy includes reporting conditions the cancellation or amendment of the policy does not waive "your" reporting requirements as stated in "your" policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PROPERTY NOT COVERED ENDORSEMENT – CONSTRUCTION TYPE

This endorsement modifies insurance under the following:

BUILDERS' RISK COVERAGE FORM

If checked, the following is added to **A. COVERAGE, 2. Property Not Covered:**

- ☒ **Frame** (Construction class 1) – Frame or wood stick construction buildings or structures have exterior roofs, walls and floors of combustible materials. Buildings or structures may have exterior walls of non-combustible construction but floors and roofs are combustible.
- ☒ **Joisted Masonry** (Construction class 2) – Joisted Masonry means buildings or structures with exterior bearing walls of masonry or fire resistive construction with at least one hour fire rating but with combustible roof and floor.
- ☐ **Non-Combustible** (Construction class 3) – Non Combustible means buildings or structures with exterior walls, floors and roofs of non-combustible or slow burning materials. Building supports are made of non-combustible or slow burning materials.
- ☐ **Masonry Non-Combustible** (Construction class 4) – Masonry Non Combustible means buildings or structures with exterior bearing walls of fire resistive construction, not less than 4" thick, with a fire rating of at least one (1) hour. Roofs and floors are constructed of non-combustible or slow burning materials.
- ☐ **Modified Fire Resistive** (Construction class 5) – Modified Fire Resistive construction means buildings or structures with exterior and interior bearing walls or structural supports, floors and roof of masonry materials with a fire rating of less than two (2) hours but not less than one (1) hour. Structural steel will be protected by applied material affording like fire protection. Masonry materials are at least 4 inches thick.
- ☐ **Fire resistive** (Construction class 6) – Fire resistive construction means floors, exterior bearing walls or the exterior structural frame that are either of non-combustible materials with a fire rating on 2 hours or more or are a masonry material meeting the following thickness requirements: solid masonry or reinforced concrete at least 4 inches thick; or, hollow masonry materials at least 12 inches thick. All assembled components will have a fire rating of at least two (2) hours.
- ☒ **Buildings** (Mixed Construction) – Buildings or structures which are of multiple or mixed construction and which, at completion, are composed of 25% or more frame construction, will be classed as Frame – Construction class 1.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE	
DISCLOSURE OF PREMIUM:	
Total Terrorism Premium	\$ 24.00
Fire Following Premium	\$
Other than Fire Following Premium	\$ 24.00

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charged for this coverage is provided in the **SCHEDULE** above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below. This premium has been added to your policy and unless this form is signed and returned to us to reject terrorism coverage, coverage for Certified Acts of Terrorism is provided by your policy.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In Standard Fire states, terrorism exclusions make an exception for (and therefore provide coverage for) fire losses resulting from an act of terrorism. Any policyholder with a location that we insure in a Standard Fire State that rejects our offer of terrorism coverage in this form will still have coverage with us for fire losses resulting from an act of terrorism.

Explanation of Premium

If a dollar amount is shown for Fire Following Premium in the **SCHEDULE** above that means we insure a location of yours in a Standard Fire State. Fire Following Premium is shown in the **SCHEDULE** above regardless of whether a policyholder with a location that we insure in a Standard Fire State accepts or rejects terrorism coverage with us. Fire Following Premium represents the charge for the coverage we provide for fire losses resulting from acts of terrorism. Fire Following Premium does not include Other Than Fire Following Premium. All Other Than Fire Following Premium is shown in the Other Than Fire Following Premium field in the **SCHEDULE** above.

If a dollar amount is shown for Other Than Fire Following Premium in the **SCHEDULE** above that means you have accepted terrorism coverage with us. Other Than Fire Following Premium represents the charge for terrorism coverage. Other Than Fire Following Premium does not include Fire Following Premium. If applicable, all Fire Following Premium is shown in the Fire Following Premium field in the **SCHEDULE** above.

The dollar amount shown for Total Terrorism Premium in the **SCHEDULE** above represents the sum of premium for Fire Following Premium and Other Than Fire Following Premium.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage*

☐

I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant/Policyholder Signature

Hanover Insurance

Insurance Company

Print Name

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Quote or Policy Number

Date

*If this policy is a renewal and:

- a. You have previously submitted a signed Rejection, you are not required to submit an additional Rejection at this time; or
- b. You have previously accepted coverage and now wish to reject, you are required to complete and sign the Rejection of Terrorism Insurance Coverage above.

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BUILDERS' RISK SCHEDULE OF COVERAGES

Description of Covered Property:

The following "Building(s) or Structure(s)" under course of construction are covered:

A 1 STORY NON-COMBUSTIBLE BUILDING(S) UNDER CONSTRUCTION AT 13700 110TH AVE,
ORLAND PARK, IL, 60467 TO BE OCCUPIED AS A COMMERCIAL STRUCTURE.

Limits of Insurance

Limit

☐ If checked, see **Multiple Locations Limits Schedule** for applicable limits

Limit for any one "Building or Structure" \$1,908,230

Limit for All "Buildings or Structures" at Any One Job Site \$1,908,230

Covered Property in Transit \$100,000

Covered Property in Temporary Storage or Off Site Fabrication \$100,000

Trees, Plants, Lawns and Shrubs \$25,000

Premium:

Annual Premium \$2,404

Term Premium _____

Additional Coverages:

Business Personal Property \$10,000

Construction Trailers and Contents at Job Site \$50,000

Contract Penalty Coverage \$25,000

Debris Removal – Additional Limits \$50,000

Emergency Removal to Preserve Covered Property \$10,000

Expediting Expense \$100,000

Expenses to Re-Erect Undamaged Scaffolding, Fences and Signs Covered

Fire Suppression Equipment Recharging \$50,000

Fungus, Wet Rot, Dry Rot and Bacteria \$100,000

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Insufficiency of Limit	10% of Limit of Insurance / \$1,000,000 maximum
Key Coverage	<u>\$2,500</u>
Loss Adjustment Expense	<u>\$5,000</u>
Ordinance or Law Coverage:	
Undamaged portions of the Building or Structure	Included in Building or Structure Limit
Demolition Costs and Increased Cost of Construction	<u>\$1,000,000</u>
Police and Fire Department Service Charge	<u>\$50,000</u>
Pollutant Clean Up and Removal	<u>\$25,000</u>
Reward Payment	<u>\$10,000</u>
Sewer and Drain Back Up	<u>Included in Flood Limit</u>
Valuable Papers and Records	<u>\$50,000</u>

Coverage Option -- Equipment Breakdown and Testing

Equipment Breakdown and Testing is not automatically provided. Coverage is only provided when we indicate that coverage is provided below.

☒ **Equipment Breakdown and Testing is covered.**

<input checked="" type="checkbox"/> Property Damage Limits	<u>\$1,908,230</u>
<input checked="" type="checkbox"/> Delay in Completion Coverage Limits	<u>\$95,411</u>
<input checked="" type="checkbox"/> Equipment Breakdown and Testing Pollutants	<u>\$50,000</u>

Optional Coverages:

The following coverages are only applicable when we indicate that coverage is provided below.

☒ **Delay in Completion Coverage:**

Soft Costs limit	<u>\$95,411</u>
Loss of Business Income limit	<u>NOT COVERED</u>

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Loss of Rental Income limit

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NOT COVERED

Prevention of Access

\$100,000

Deductibles:

Per Occurrence Deductible

\$2,500

\$2,500

Loss of Business Income / Loss of Rents Waiting Period

 # of Days

\$

\$_____

\$

Other Terms & Conditions

PERMISSION TO OCCUPY:

When indicated below, Clause **F.3.f** of the Builder's Risk Coverage Form is not applicable.

☒ **Permission to Occupy is granted**

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BUILDERS' RISK FLOOD AND RELATED WATER SCHEDULE OF COVERAGES

This "Schedule of Coverages" is applicable to Flood and Related Water Coverage. Section **A.** below indicates the maximum policy limits applicable to Flood and Related Water Coverage. Section **B.** indicates the applicable deductible that applies in any one occurrence. Section **C.** lists those locations to which Flood and Related Water Coverage is excluded.

A. MAXIMUM POLICY LIMITS

The following is the maximum amount we will pay for Flood and Related Water coverage for all locations:

Maximum Per Occurrence Limit \$1,908,230

Maximum Annual Aggregate Limit \$1,908,230

B. DEDUCTIBLE (Check one)

☒ Dollar \$25,000

☐ Percentage _____ %, but not less than

C. SCHEDULE OF EXCLUDED FLOOD ZONES

If indicated by "X", we do not provide coverage for Flood and Related Water in that zone.

- ☒ Property located in whole or in part in any Special Flood Hazard Areas (previously known as 100 year floodplain) as defined and designated by the Federal Emergency Management Agency.

As used by this Endorsement, Special Flood Hazard Areas are defined by the Federal Emergency Management Agency as an area having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.

- ☒ Property located in whole or in part in any Flood Zone B or Shaded X as shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map.

As used by this Endorsement, Zone B and Shaded Zone X are defined as areas between the limits of the 100 year flood (1 percent annual chance), and the 500 year flood (0.2 percent annual chance) areas of 100 year flood with average depths of less than 1 foot, or where the contributing drainage areas are less than 1 square mile, or areas protected by levees from the 100 year flood.

- ☒ Property located in whole or in part in any Flood Zones D, N or NM.

As used by this endorsement, Zones D, N or NM is defined as areas of possible but undetermined flood hazards. No analysis of flood hazard has been conducted.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

BUILDERS' RISK EARTHQUAKE SCHEDULE OF COVERAGES

This "Schedule of Coverages" is applicable to the Earthquake coverage. Section **A.** below indicates the maximum policy limits applicable to Earthquake coverage. Section **B.** indicates the applicable deductible in any one occurrence. Section **C.** lists those locations to which Earthquake Coverage is subject to limitations. Section **D.** lists those locations to which Earthquake Coverage is excluded.

A. MAXIMUM POLICY LIMITS

The following is the maximum amount we will pay for Earthquake coverage for all locations:

Maximum Per Occurrence Limit **\$1,908,230**

Maximum Annual Aggregate Limit **\$1,908,230**

B. DEDUCTIBLE (Check one)

☒ Dollar **\$25,000**
☐ Percentage %, but not less than

C. SCHEDULE OF LOCATIONS SUBJECT TO LIMITATIONS

Any amounts we pay under the locations scheduled below are included within and do not increase the Maximum Per Occurrence Limit or the Maximum Annual Aggregate Limit of Insurance indicated in **A. Maximum Policy Limits.**

Loc No.	Location Address	Limits
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>		Occurrence Limit \$ <u> </u> Aggregate Limit \$ <u> </u> Deductible (Check one) <input type="checkbox"/> Dollar \$ <u> </u> <input type="checkbox"/> Percentage <u> </u>%, but not less than \$ <u> </u>
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>		Occurrence Limit \$ <u> </u> Aggregate Limit \$ <u> </u> Deductible (Check one) <input type="checkbox"/> Dollar \$ <u> </u> <input type="checkbox"/> Percentage <u> </u>%, but not less than \$ <u> </u>
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>		Occurrence Limit \$ <u> </u> Aggregate Limit \$ <u> </u> Deductible (Check one) <input type="checkbox"/> Dollar \$ <u> </u> <input type="checkbox"/> Percentage <u> </u>%, but not less than \$ <u> </u>

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Occurrence Limit \$ _____

Aggregate Limit \$ _____

Deductible (Check one)

☐ Dollar \$ _____

☐ Percentage _____%, but not less than
\$ _____

Occurrence Limit \$ _____

Aggregate Limit \$ _____

Deductible (Check one)

☐ Dollar \$ _____

☐ Percentage _____%, but not less than
\$ _____

D. SCHEDULE OF LOCATIONS EXCLUDED

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CERTIFIED TERRORISM LOSS

1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
 - 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".
3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

**COMMERCIAL INLAND MARINE
CM 01 28 03 99**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – INTENTIONAL ACTS

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The following exclusion is added:

- A.** We will not pay for loss or damage arising out of any act committed:
 - 1.** By or at the direction of any insured; and
 - 2.** With the intent to cause a loss.
- B.** However, this exclusion will not apply to deny payment to an innocent co-insured who did not co-operate in or contribute to the creation of the loss if:
 - 1.** The loss arose out of a pattern of criminal domestic violence; and
 - 2.** The perpetrator of the loss is criminally prosecuted for the act causing the loss.
- C.** If we pay a claim pursuant to Paragraph **B.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

**COMMERCIAL INLAND MARINE
CM 02 04 01 18**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cancellation (Common Policy Conditions) is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.
- 2.a. We may cancel this Policy by mailing to you written notice stating the reason for cancellation at your last mailing address known to us. Proof of mailing will be sufficient proof of notice.
- b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
- c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the Policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the Policy has been in effect for more than 60 days.
3. If this Policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The Policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the Policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

f. A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.
6. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known, and to the lienholder listed on the Policy.

B. The following is added and supersedes any provision to the contrary:

Nonrenewal

If we decide not to renew or continue this Policy, we will mail you written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known, and to the lienholder listed on the Policy. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

C. General Condition C. Legal Action Against Us in the Commercial Inland Marine Conditions is replaced by the following:

C. Legal Action Against Us

No one may bring a legal action against us:

1. Until there has been full compliance with all terms of this Coverage Part; and

2. More than two years after you first have knowledge of the direct loss or damage. But we will extend this two year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 09 35 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including microprocessors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PROPERTY NOT COVERED ENDORSEMENT – PROJECT TYPE

This endorsement modifies insurance under the following:

BUILDERS' RISK COVERAGE FORM

The following property is added to **A. COVERAGE, 2. Property Not Covered:**

Bridges, dams, piers, wharves, towers, wind turbines, air supported structures, and utility projects (solar, gas, landfill methane capture, steam electric, hydro electric, electrical transmission and distribution systems including overhead and underground utility lines, electrical substations, power plants and power generating equipment and related property), laboratories or clean rooms, cannabis or cannabis related industry operations, or bit coin mining stations and operations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

The Hanover Insurance Group Consumer Privacy Notice

FACTS	WHAT DOES THE HANOVER DO WITH YOUR PERSONAL INFORMATION?
Why?	<p>At The Hanover Insurance Group (“The Hanover”), we are committed to protecting the privacy of the personal information that we collect or maintain.</p> <p>Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>
What?	<p>The types of personal information we collect and may share to provide products and services to you include:</p> <ul style="list-style-type: none"> ▪ Information you provide to us in your application ▪ Insurance claim history ▪ Information contained in consumer reports to the extent permitted by law <p>We may share information we collect for permissible purposes.</p>
How?	<p>All financial companies need to share customers’ personal information for permissible purposes to run their everyday business. When The Hanover shares personal information with a trusted service provider, The Hanover requires the service provider to have processes and procedures in place to protect the information. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons The Hanover chooses to share; and whether you can limit this sharing.</p>

Reasons we can share your personal information	Does The Hanover share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies (for products and services not offered by The Hanover)	No	We don’t share
For our affiliates’ everyday business purposes to provide coverage and services to you— information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes to provide coverage and services to you— information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For nonaffiliates to market to you	No	We don’t share
Questions?	Call [toll-free] 1-800-446-8379 or write to privacy@hanover.com	

The Hanover Insurance Group Consumer Privacy Notice

Who we are	
Who is providing this notice	This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - AIX Specialty Insurance Company - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Campmed Casualty & Indemnity Company, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Educators Insurance Agency, Inc. - Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company – The Hanover Atlantic Insurance Company Ltd - The Hanover Casualty Company - The Hanover Insurance Company – The Hanover National Insurance Company - Massachusetts Bay Insurance Company - NOVA Casualty Company - Opus Investment Management, Inc. - Verlan Fire Insurance Company.

What we do	
How does The Hanover protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer and systems safeguards, secured files and buildings, firewall technology and the use of detection software. We have implemented processes and procedures to strengthen protection of our customer information. We limit access to your information to those employees who need access to do their job.
How does The Hanover collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ Apply for insurance ▪ Pay insurance premiums or file insurance claims ▪ Provide account information ▪ Access our website <p>We also collect your personal information from third parties, such as consumer reporting agencies and various state department of motor vehicles or similar agencies.</p>
Why can't I limit all sharing?	<p>Federal and state laws give you the right to limit only:</p> <ul style="list-style-type: none"> ▪ Sharing for affiliates' everyday business purposes- information about your credit worthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you <p>State laws may give you additional rights to limit sharing. See below for more on your rights under state laws.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Where "limit the sharing" is available, your choices will apply to everyone on your account.

The Hanover Insurance Group Consumer Privacy Notice

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> ▪ The Hanover affiliates are listed in this Consumer Privacy Notice.
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> ▪ The Hanover does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ▪ The Hanover does not jointly market.

Other important information
<p>California: California residents can review our Privacy Policy for California Residents located at https://www.hanover.com/legal-and-compliance/privacy-center/hanover-insurance-group-privacy-policy#for-california-residents</p> <p>New York: New York Insurance Law §2612 provides certain rights to victims of domestic violence, including privacy protections and protections from discrimination, each of which is described in the policy located at https://www.hanover.com/legal-and-compliance/privacy-policy/notice-protections-victims-domestic-violence-under-ss2612-new.</p> <p>As mentioned above, The Hanover may share your personal information for our everyday business purposes—such as to process your transactions and claims, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.</p> <p>The term “Information” means information we collect during an insurance transaction or other interactions you may have with us. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law: for example, we may share your Information with insurance regulatory authorities, law enforcement, and re-insurers and consumer reporting agencies, among other insurance support organizations.</p> <p>To request access to or deletion of your personal information, send a written letter to: The Hanover Insurance Group, Inc., c/o Chief Privacy Officer, 440 Lincoln Street N435, Worcester, MA 01653. Include your name, address, and your policy, contract, or account number, and describe the information you wish to access or delete. You may correct inaccurate personal information by visiting Hanover.com or calling your agent. We cannot change information other companies, like credit agencies, provide to us. You will need to ask them to change it.</p>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

IMPORTANT INFORMATION ABOUT YOUR INSURANCE COMPANY

The Home Office address for the Insurance Company shown on the policy Declarations page is:

Allmerica Financial Alliance Insurance Company

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

The Hanover American Insurance Company

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

Allmerica Financial Benefit Insurance Company

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

The Hanover Insurance Company

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

Campmed Casualty & Indemnity Company, Inc.

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

The Hanover Casualty Company

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of America

(A Stock Company)

808 North Highlander Way
Howell, MI 48843-1070

Massachusetts Bay Insurance Company

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of Illinois

(A Stock Company)

333 West Pierce Road, Suite 300
Itasca, IL 60143-3114

The Hanover New Jersey Insurance Company

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of the Midwest

(A Stock Company)

9229 Delegates Row, Suite 100
Indianapolis, IN 46240-3824

Verlan Fire Insurance Company

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of Ohio

(A Stock Company)

4400 Easton Commons Way, Suite 125
Columbus, OH 43219-6223

Nova Casualty Company

(A Stock Company)

440 Lincoln Street
Worcester, MA 01653-0002

IMPORTANT POLICYHOLDER INFORMATION FOR ILLINOIS INSUREDS

In accordance with Illinois statute 215 ILCS 5/143c, the following information is provided:

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

The Hanover Insurance Company
Hanover Compliance Department
440 Lincoln Street
Worcester, MA 01653
1-800-446-8379
www.Hanover.com
Complaints@hanover.com

The address of the Consumer Division or Public Services Section of the Illinois Department of Insurance is:

Illinois Department of Insurance
Consumer Division or Public Services Section
320 W. Washington Street
Springfield, IL 62767
<http://insurance.illinois.gov>

Or

Illinois Department of Insurance
Consumer Division or Public Services Section
122 S. Michigan Ave, 19th floor
Chicago, IL 60603
<http://insurance.illinois.gov>

BUILDERS' RISK COVERAGE FORM

Various provisions in this policy restrict coverage. Please read this policy carefully to determine rights, duties and to determine what is and what is not covered.

Throughout this policy, the words "you" and "yours" refer to the Named Insured shown on the Declarations. The words "we", "us", and "ours" refer to the Company providing the insurance.

Other words and phrases used in this Coverage Form have special meanings. These words or phrases will be shown within quotation marks. Refer to section **G. DEFINITIONS** to determine these special meanings.

A. COVERAGE

We will pay for direct physical "loss" to Covered Property caused by or resulting from any Covered Causes of Loss unless the "loss" is excluded or subject to limitations.

1. Covered Property

- a. "Buildings or structures" in the course of construction with "construction class" indicated and described on the "schedule of coverages";
- b. Construction materials and supplies that will become a permanent part of the completed "buildings or structures" while located at the described construction site or while;
 - (1) In transit; or
 - (2) While being fabricated or in temporary storage at any location other than the construction site described on the "schedule of coverages";
- c. "Temporary structures"; and
- d. Trees, plants, lawns or shrubs that are, or will become, permanently installed by you at the described construction site. We also cover trees, plants, lawns or shrubs while in transit or in temporary storage.

Covered Property described in section **A. COVERAGE, 1.Covered Property** includes your property and the property of others in your care, custody and control for which you are legally liable.

2. Property Not Covered

Covered Property does not include:

- a. Any "pre-existing structure";
- b. Water or land, including land on which Covered Property is located;
- c. Self-propelled vehicles, aircraft or watercraft; contractors' equipment, construction trailers and their contents;
- d. Accounts, bills, currency, deeds, evidences of debt, manuscripts, money, notes, securities, stamps or tickets;
- e. "Valuable papers and records"; or
- f. Contraband or property in the course of illegal transport or trade.

3. Covered Causes of Loss

Covered Cause of Loss means direct physical "loss" caused by or resulting from any cause except those causes of "loss" listed in section **B. EXCLUSIONS** of this Coverage Form.

4. Additional Coverages

a. Business Personal Property

We will pay for direct physical "loss" to your "business personal property" located at your construction site caused by or resulting from a Covered Cause of Loss. We cover such property only if it will not become a permanent part of the "buildings or structures" in the course of construction. The most that we will pay for "loss" in any one occurrence is \$10,000.

b. Construction Trailers and Contents at Job Site

We will pay for direct physical "loss" to your owned or leased job site construction trailers and your contents within those trailers caused by or resulting from a Covered Cause of Loss but coverage only

applies when such property is located at the construction site described on the "schedule of coverages". The most we pay for "loss" to Construction Trailers and Contents at Job Site in any one occurrence is \$50,000.

This Additional Coverage cannot be combined with Additional Coverage Business Personal Property.

c. Contract Penalty Coverage

We will pay to cover the "contract penalties" that you incur.

We only cover contract penalties that result from direct physical "loss" to Covered Property caused by or resulting from a Covered Cause of Loss.

The most that we will pay for all "loss" for Contract Penalty in any one occurrence or all occurrences at any one construction site is \$25,000.

d. Debris Removal

Following a covered "loss", we will pay your expenses to remove debris of Covered Property covered by this Coverage Form. The "loss" must occur during the policy period. We will pay your debris removal expenses only if they are reported to us in writing within 180 days of the date of the direct physical "loss". The most that we will pay is 25% of the amount that we pay for the direct physical "loss", prior to the application of the policy deductible. Any payment is included within and will not increase the applicable Limit of Insurance.

However, when the debris removal expense is greater than the amount determined above, or when the sum of debris removal expense and the amount we pay for the direct physical "loss" to Covered Property is greater than the applicable Limit of Insurance shown on the "schedule of coverages", we will pay up to an additional \$75,000 for debris removal expense.

This Additional Coverage does not apply to expenses to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore or replace polluted water or land.

e. Emergency Removal to Preserve Covered Property

If it is necessary to move Covered Property that will become a permanent part of the "buildings or structures" from the construction site described on the "schedule of coverages" or from site of fabrication or temporary storage to preserve it from "loss" from a Covered Cause of Loss, we will pay reasonable expenses that you incur to move or store covered property.

The most we will pay in any one occurrence for Emergency Removal to Preserve Covered Property is \$10,000. Subject to this sub limit of insurance, we will provide up to 90 days of storage charges.

No deductible applies to this Additional Coverage.

f. Expediting Expense

In the event of direct physical "loss" to Covered Property by a Covered Cause of Loss, we will pay the reasonable and necessary expenses you incur to expedite the temporary repair and the permanent repair or replacement of that Covered Property including additional overtime wages and express or other rapid means of transportation.

The most that we will pay in any one occurrence for Expediting Expense is \$100,000.

g. Expenses to Re-erect Undamaged Scaffolding, Fences and Signs

We will pay reasonable expenses that you incur to re-erect or re-install undamaged property covered within the scope of Covered Property, Clause **A. COVERAGE, 1. Covered Property**, paragraph **c.** above, that must be re-erected or re-installed as a result of a Covered Cause of Loss.

The most we pay in any one occurrence for Expenses to Re-Erect Undamaged Scaffolding, Fences and Signs is \$10,000.

h. Fire Suppression Equipment Recharging

We will pay reasonable expenses you incur to recharge permanent or temporary "fire protection equipment" located in the covered "buildings or structures" or at the construction site described on the "schedule of coverages". We cover your reasonable costs to recharge fire suppression equipment which discharges as a result of a cause of loss not otherwise covered by this Coverage Form.

Following equipment discharge covered by this Additional Coverage, we will also pay your costs to repair or replace faulty or deficient valves or controls which are part of the permanent fire suppression system located in the covered "buildings or structures".

We do not pay any cost or expense caused by, resulting from, or which is in any way associated with the deliberate discharge of any system or equipment when such discharge occurs solely for the purpose of inspection, testing or maintenance of the fire suppression system or equipment.

The most we pay for "Fire Protection Equipment" Recharge in any one occurrence, or in all occurrences in any one policy period, is \$50,000.

i. Fungus, Wet Rot, Dry Rot and Bacteria – Limited Coverage

The coverage we provide for "fungus", wet rot, dry rot and bacteria is limited. We will pay for:

- (1) Direct physical "loss" to Covered Property caused by "fungus", wet rot, dry rot or bacteria, including the cost of removal of the "fungus", wet rot, dry rot or bacteria, and
- (2) The cost to tear out and replace any part of the building or other covered property as necessary to gain access to the "fungus", wet rot, dry rot or bacteria; and
- (3) The cost of testing performed after removal, repair, replacement or restoration of damaged property is completed.

We only provide the coverage when the "fungus", wet rot, dry rot and bacteria is caused by or results from a "specified cause of loss" other than fire or lightning that occurs during the policy period.

At the time of "loss" and following that occurrence, you must use all reasonable means to save and preserve the property from further damage.

The maximum amount that we will pay under this limited coverage is \$100,000.

The Limit of Insurance applicable to Limited Coverage -- "Fungus", Wet Rot, Dry Rot and Bacteria is the most that we will pay in each 12 month policy period beginning with the inception date of this policy. This is the most that we will pay for the total of all "loss", regardless of the number of claims or the types of coverage that we provide. The limit provided is the most that we will pay for all "loss" caused directly by or resulting from or as a consequence of "fungus", wet rot, dry rot or bacteria, regardless of the limit available under any other coverage provided under this policy, including Delay in Completion Coverages, which may apply as a result of the "fungus", wet rot, dry rot or bacteria.

This limit applies even if the "fungus", wet rot, dry rot or bacteria continues to be present or active, or reoccurs, in a later policy period.

The coverage provided under this limited coverage is included within and will not increase the applicable limit of insurance.

This Additional Coverage does not apply to **A. COVERAGE, 1. Covered Property**, paragraph d.

j. Insufficiency of Limit

In the event of a direct physical "loss" to "buildings or structures" caused by or resulting from a Covered Cause of Loss that results in a total loss and the applicable Limit of Insurance is not adequate for the building to be rebuilt to the identical design and specifications as a result of the increased cost of new construction materials or labor expense, we will pay, up to an additional 10% of the Limit of Insurance applicable to that property incurring the total loss. The most that we will pay in any one occurrence, or in all occurrences in any one policy period, is \$1,000,000.

This coverage does not apply:

- (1) If the "building or structure" is not rebuilt; or
- (2) If the "building or structure" is not rebuilt at the described construction site where the total loss occurred; or
- (3) If the "building or structure" is replaced by one that is not identical to the "building or structure" that sustained the "loss". An identical building or structure, as used by this clause, means a new building of the same specifications, square footage and floor plan and which is built of substantially identical construction materials and which is intended to be used, upon completion, for the same occupancy as the "building or structure" sustaining covered total loss; or

- (4) If the increased cost of construction materials is caused by or contributed to by the use of any construction materials which are antique or historic; unique, handmade or which have "artistic merit"; or which are not readily available even in the absence of "loss".

This coverage does not apply to any "pre-existing structure" even if coverage for any "pre-existing structure" is provided.

k. Key Coverage

We will pay the reasonable and necessary expenses that you incur to replace keys if they are stolen; rekey, reprogram or replace undamaged locks in a covered "building or structure".

The most we pay in any one occurrence or in any one policy period is \$2,500.

l. Loss Adjustment Expense

We will pay those necessary and reasonable expenses that you incur at our direction to determine the amount of covered "loss". We do not cover any loss adjustment expenses that you incur for any of the following:

- (1) Payments to public adjusters or any other outside claims expense;
- (2) Payments to lawyers or any other legal fees;
- (3) Payments to insurance agents or brokers;
- (4) Any expenses incurred for an examination under oath, even if required by us;
- (5) Any expense incurred in accordance with the appraisal section of the Commercial Inland Marine Conditions; or
- (6) Any expense that you incur to prove that a "loss" is covered.

The most we will pay in any one occurrence for Loss Adjustment Expenses is \$5,000.

No deductible will apply to this Additional Coverage.

m. Ordinance or Law Coverage

(1) Coverage Applicable To the Undamaged Portions of the Building or Structure

- (a) In the event of "loss" to Covered Property by a Covered Cause of Loss, we will pay for "loss" to the undamaged portion of the Covered Property as a consequence of enforcement of any ordinance or law that:
 - (i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - (ii) Regulates the construction or repair of the property, or establishes zoning or land use requirements at the construction site; and
 - (iii) Is in force at the time of "loss".
- (b) Coverage for "loss" to the undamaged portion of the Covered Property is included within and is not in addition to the Limit of Insurance applicable to the Covered Property at that construction site.

(2) Demolition Costs

In the event of "loss" to Covered Property by a Covered Cause of Loss, we will pay the cost to demolish and clear the site of the undamaged part of the Covered Property caused by the enforcement of building, zoning or land use ordinance or law.

(3) Increased Cost of Construction

In the event of "loss" to Covered Property by a Covered Cause of Loss, we will pay the increased cost to repair or rebuild damaged parts of the Covered Property as a consequence of the enforcement of building, zoning or land use ordinance or law.

We will only pay if the rebuilt property is intended for the same occupancy.

If an applicable ordinance or law requires relocation to another site, we will pay for the increased cost of construction at that new site.

(4) Limits Applicable to Demolition Costs and Increased Cost of Construction

The most we will pay for Demolition Cost and Increased Cost of Construction, as provided in paragraphs (2) and (3) above, is the least of the following:

- (a) The amount you actually spend to repair or replace Covered Property; or
- (b) The applicable Limit of Insurance shown on the "schedule of coverages".

(5) Other Conditions Applicable to Additional Coverage – Ordinance or Law Coverage

- (a) This coverage does not apply to any "pre-existing structure" even if coverage for any "pre-existing structure" is provided.
- (b) We will not pay under this Additional Coverage any costs incurred as a consequence of any ordinance or law:
 - (i) Which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way to respond to, or assess the effects of "pollutants", "fungus" wet rot, dry rot or bacteria;
 - (ii) Which requires the demolition, repair, replacement, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, spread, proliferation or any activity of "fungus", wet rot, dry rot or bacteria; or
 - (iii) If, prior to "loss", you failed to comply with any building code or ordinance regulating the construction of any building or structure.

n. Police and Fire Department Service Charge

When the police or fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$50,000 for your liability for police and fire department service charges which are:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

o. Pollutant Clean Up and Removal

We will pay to extract "pollutants" from land or water at the described construction site if the discharge, dispersal, seepage, migration, release or escape of "pollutants" is caused by or results from a Covered Cause of Loss to Covered Property that occurs during the policy period. The expenses to extract "pollutants" will only be paid if they are reported to us in writing within 180 days of the date of the covered "loss".

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants" in land or water. But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay under this Additional Coverage in any one policy period is \$50,000.

p. Reward Payment

- (1) When we pay for "loss" caused by theft, vandalism or fire, we will reimburse you for any documented payments that you make to others as reward(s), provided these reward payments cause:
 - (a) The return of your stolen property to the custody of the police or a law enforcement agency; or
 - (b) The arrest and conviction of any person(s) committing the covered theft, vandalism or fire loss.
- (2) We will not cover any reward payment that you make to any of the following:
 - (a) You or any member of your family;
 - (b) Any member of the applicable law enforcement agency; or
 - (c) Any person involved in the crime.

The most we pay in any one policy period is \$10,000. You and we will determine the amount of reward we will pay.

q. Sewer and Drain Back Up

We will pay for direct physical “loss” to Covered Property caused by or resulting from water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment.

Section **B. EXCLUSIONS, 1.e. Flood and Related Water** applies to this coverage. However, paragraph **e. (4)** does not apply to the extent that this Additional Coverage applies.

The most that we will pay in any one occurrence is \$100,000 unless a different Limit of Insurance applicable to Sewer and Drain Back Up is shown on the “schedule of coverages”.

r. Valuable Papers and Records

(1) Provided your “valuable papers and records” do not have duplicates, we will pay the reasonable expenses you incur to research, recreate, or restore “valuable papers and records” as a result of direct physical “loss” caused by or resulting from a Covered Cause of Loss that are located on the construction site and which are related to the construction of the “buildings or structures.” The “valuable papers and records” covered by this Additional Coverage include “valuable papers and records” in printed, written, electronic or magnetic media format.

(2) If a duplicate of lost or damaged “valuable papers and records” exists, the coverage that we provide is limited. The most that we will pay is the reasonable and necessary cost of blank materials to reproduce property and the labor to transcribe or copy from the undamaged duplicate.

The most we will pay for all “loss” to Valuable Papers and Records in any one occurrence is \$50,000.

5. Coverage Option – Equipment Breakdown and Testing

a. Coverage

(1) When we indicate on the “schedule of coverages” that Equipment Breakdown and Testing is covered, we will pay for “loss” caused by or resulting from an “accident” to “covered equipment” which is part of or will become a permanent part of covered “buildings or structures” including during “testing.” This Coverage Option does not increase the Limit of Insurance.

If we do not indicate on the “schedule of coverages” that Equipment Breakdown and Testing is covered, we do not provide the coverage.

If an initial “accident” causes other “accidents”, all will be considered one “accident”. All “accidents” that are the result of the same event will be considered one “accident”.

Section **B. EXCLUSIONS**, paragraphs **2.e., 2.f., 3.a.** and **3.c.** do not apply to the extent that coverage is provided under this coverage option.

(2) “Pollutants”

We will pay for additional cost to repair or replace Covered Property because of contamination by “pollutants” caused by or resulting from an “accident”. This includes the additional expenses to clean up or dispose of such property. Additional expenses means those beyond which would have been required had no “pollutants” been involved.

We will also pay for additional loss as described under Delay in Completion Coverage Endorsement caused by contamination by “pollutants”.

The most that we will pay for loss, damage or expense under this coverage is \$50,000 if shown as covered under Delay in Completion Coverage on the “schedule of coverages”. If a different limit is indicated in the Equipment Breakdown and Testing section of the “schedule of coverages”, that limit will apply instead of the limit shown above.

(3) If the Delay in Completion Coverage Endorsement is attached to this Builders’ Risk Coverage Form, and Delay in Completion is indicated in the Equipment Breakdown and Testing section of the “schedule of coverage”, coverage under this Coverage Option is extended to the Delay in Completion Coverage Endorsement, subject to limits as described below.

If Delay in Completion limits are indicated in the Equipment Breakdown and Testing section of the “schedule of coverage”, those Delay in Completion limits are the only limits that apply to a “delay in completion” resulting from an “accident”.

Refer to the Delay in Completion Coverage Endorsement for a definition of “delay in completion”.

b. Additional Exclusions applicable to Coverage Option – Equipment Breakdown and Testing

We exclude any loss, damage or expense:

- (1) To any property not included within the definition of "covered equipment" but only to the extent of the coverage provided by Equipment Breakdown and Testing;
- (2) Caused by or resulting from collision or upset;
- (3) Caused by or resulting from the following:
 - (a) Error in calibration, misalignment, arrangement, or any condition which can be corrected by adjustment, cleaning, resetting or tightening; or by performance of maintenance;
 - (b) Lack of maintenance; or
 - (c) Defect, programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind.

But if an "accident" results from (3)(a) through (3)(c) directly above, we will pay for the additional loss or damage caused by that "accident".

- c. If electrical "covered equipment" is damaged by a cause of loss shown in section **B. EXCLUSIONS 1.e. Flood and Related Water**, paragraphs (1) through (6), we will pay the reasonable and necessary expenses to dry out such equipment. However, we will pay no more than \$10,000 in any one occurrence.

The deductible indicated on the "schedule of coverage" applies.

B. EXCLUSIONS

- 1. We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Governmental Action

Governmental action means any act of seizure, confiscation or destruction by order of any governmental authority.

But we will pay for acts of destruction ordered by governmental action and taken at the time of a fire to prevent its spread if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear Hazard or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action by governmental authority in hindering or defending against any of these.

d. Earth Movement

- (1) Earthquake, including tremors or aftershocks and any earth sinking, rising or shifting relating to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking, other than "sinkhole collapse", rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in d.(1) through (4) above, results in fire or explosion, we will pay for the "loss" or damage caused by that fire or explosion.

(5) Volcanic eruption, explosion or effusion.

But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the "loss" or damage caused by that fire, building glass breakage or volcanic action.

Volcanic Action means direct physical "loss" or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to Volcanic Action as set forth in paragraphs **(5)(a)** through **(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in paragraphs **(1)** through **(5)** is caused by an act of nature or is otherwise caused.

This exclusion does not apply to Covered Property in transit.

e. Flood and Related Water

- (1) Flood;
- (2) Surface water, rapid accumulation of run off, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (3) Mudslide or mudflow;
- (4) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (5) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (6) Waterborne material carried or otherwise moved by any of the water referred to in paragraphs **(1)**, **(2)**, **(4)** or **(5)**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in paragraphs **(1)** through **(6)** is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in paragraphs **(1)** through **(6)** results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

This exclusion does not apply to Covered Property in transit.

f. Mold

Mold means "fungus", wet rot, dry rot or bacteria.

But we will pay when "fungus," wet rot, dry rot or bacteria is caused by or results from fire or lightning.

g. Ordinance or Law

- (1) Except to the extent that coverage may otherwise be provided under **A. Coverage, 4. Additional Coverages m. Ordinance or Law Coverage**, the enforcement of any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion applies whether the loss or damage results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss or damage to that property.
- 2. We will not pay for "loss" caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss.
 - b. Unexplained disappearance.
 - c. Shortage found upon taking inventory.
 - d. Criminal, fraudulent, or dishonest acts by:
 - (1) You or any of your partners;
 - (2) Your directors or trustees;
 - (3) Your authorized representatives or employees;
 - (4) Anyone else with an interest in the property, or their employees or authorized representatives;
 - (5) Anyone, other than a carrier for hire, to whom you have entrusted the Covered Property, including their employees, for any purpose:
 - (a) Whether acting alone or in collusion with others; and
 - (b) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees, but theft by your employees is not covered.
 - e. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires; mechanical or electrical breakdown of any machinery, including rupturing or bursting caused by centrifugal force.

But if artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire.

This exclusion applies except as provided for in the Coverage Option - Equipment Breakdown and Testing.

 - f. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

This exclusion applies except as provided for in the Coverage Option - Equipment Breakdown and Testing.

 - g. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified cause of loss".

But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the damage caused by that "specified cause of loss".
- 3. We will not pay for "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for the loss caused by that Covered Cause of Loss.
 - a. Wear and tear, depreciation, or obsolescence.
 - b. Settling, cracking, shrinking or expanding.
 - c. Rust, corrosion, decay, deterioration, hidden or latent defect, inherent vice, or any quality or fault in the property that causes it to damage or destroy itself.
 - d. Faulty, inadequate or defective:
 - (1) Planning, zoning, surveying, siting or development;

- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance of all or part of any covered property at or off the construction site.

But if a "loss" excluded above d. (1) through (4) results in a Covered Cause of Loss, we will pay for the "loss" caused by or resulting from that Covered Cause of Loss.

We will not pay to correct or make good any fault, inadequacy or defect itself, including any expense required to tear out, tear down, repair or replace any property, or any part of any property, to correct or make good the fault, inadequacy or defect.

We will also not pay for any resulting loss to the property that has the fault, inadequacy or defect until such fault, inadequacy or defect is corrected or made good.

- 4. We will not pay for "loss" to Trees, Plants, Lawns or Shrubs caused by or resulting from any of the following:
 - a. Changes in or extremes of temperature or humidity;
 - b. Freezing;
 - c. Lack of water or drought;
 - d. Disease or infestation;
 - e. Animals;
 - f. Weight of ice or snow or sleet; or
 - g. Wind or hail.

C. LIMITS OF INSURANCE

- 1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown on the "schedule of coverages".
- 2. Limits of Insurance for Additional Coverages:
 - a. Apply to any one occurrence; and
 - b. Are additional Limits of Insurance;
 unless stated otherwise.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the covered "loss" exceeds the applicable deductible shown on the "schedule of coverages". We will then pay the amount of the "loss" in excess of the applicable deductible, up to the applicable Limit of Insurance.

Unless otherwise stated, if more than one deductible applies to "loss" in any one occurrence, we will apply only the largest applicable deductible.

The deductible does not apply to Covered Property in transit.

E. VALUATION AND LOSS PAYMENT

The valuation provision found in the Commercial Inland Marine General Conditions (CM 00 01) is replaced by the following:

- 1. In the event of "loss", the value of property will be determined at the time of "loss" in accordance with the following provisions:
 - a. Replacement cost as of the time of "loss", except as may be otherwise provided. Replacement cost means the cost to repair or replace property at the time of loss without any deduction for depreciation. We will not pay for any "loss" on a Replacement Cost basis:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possibly after the "loss".
 - b. The value of property that is not repaired or replaced will be based on actual cash value.
- This provision does not apply to any "loss" that is smaller than \$50,000.

- c. Property of others will be valued at the amount for which you are liable but not more than the replacement cost.
- 2. We will not pay more for “loss” on a replacement cost basis than the least of the following:
 - a. The cost to repair or replace Covered Property at the same construction site with property of comparable material and quality and which is used for the same purpose;
 - b. The amount you actually spend to repair or replace Covered Property; or
 - c. The applicable Limit of Insurance.

If the property is replaced at a location other than the original construction site described on the “schedule of coverages”, what we pay will be limited to the cost which would have been incurred had property been rebuilt or replaced at the original construction site.

- 3. The cost to repair or replace does not include any increased cost attributable to the enforcement of any ordinance or law regulating the use, construction or repair of any property except as provided by the provisions of **A. COVERAGE, 4. Additional Coverages, m. Ordinance or Law Coverage**.
- 4. Payment for repair or replacement may include reasonable overhead and profit charges or change fees. However, we will not pay more than the lesser of the percentage of overhead and profit, if applicable, or change fees outlined in any contract or change order related to the construction, change or repair of described construction project shown on the “schedule of coverages”.

F. ADDITIONAL CONDITIONS

1. Coverage Territory

We insure the Covered Property only while it is located in:

- a. The United States of America;
- b. Puerto Rico; or
- c. Canada.

Subject to the Covered Property In Transit Limit of Insurance, we also cover property being shipped within and between points in paragraph 1. directly above.

2. Duration of Coverage Clause

This policy is written covering specific “buildings or structures” in the course of construction. The term of this policy reflects information submitted by you. This policy will not be automatically renewed at expiration. If an extension of this policy is necessary, you or your agent must notify us in writing, prior to the expiration of the policy, that the scheduled “buildings or structures” are not yet complete. You must also tell us when, based on standard construction practices, when construction is expected to be completed. We may, at our discretion, offer an extension. If we offer an extension, we will extend the policy for the term and premium that you and we agree upon.

If we agree to an extension, we may amend or modify the original policy terms and conditions that were applicable to your policy. Any changes or modifications must be agreed to by you prior to the extension taking effect. We may also offer the original policy terms and conditions that were applicable to your policy without any change.

3. When Coverage Ends

The coverage provided for Covered Property will end when one of the following first occurs:

- a. This policy expires or is cancelled;
- b. The “building or structure” is accepted by the purchaser or owner under the contract of construction, even if the owner or purchaser is an insured under this policy;
- c. Your interest in the “building or structure” ceases;
- d. You abandon construction with no intent to complete it;
- e. 90 days after construction on the project is complete; or
- f. When the “building or structure”:
 - (1) Is occupied in whole or in part; or
 - (2) Is put to its intended use.

4. Unintentional Errors and Omissions

Prior to "loss" you may amend any unintentional error or omission that you make in setting the Limit of Insurance applicable to the "building or structure" provided:

- a. The error or omission is unintentional; and
- b. It is reported to us in writing as soon as it becomes known to you.

If you amend the Limit of Insurance applicable to any "building or structure" after the inception of coverage, we must agree to change the Limit of Insurance. If we agree, we will charge premium back to the inception date that coverage was first provided for the described "building or structure".

We will not, under any circumstance, amend any Limit of Insurance after a "loss" has occurred.

5. Additional Named Insured

Provided you have agreed to add any of the following persons or organizations as Additional Named Insureds, as evidenced by a written contract that you executed prior to "loss", we cover:

- a. Contractors and sub-contractors of every tier; and
- b. Owners.

We only cover such persons or organizations to the extent of their financial interest in Covered Property.

We do not cover any architect or engineer or any organization acting as architect or engineer on the project.

6. Mortgage Holder

- a. The term mortgage holder includes trustees.
- b. We will pay for covered "loss" to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive "loss" payment even if the mortgage holder has started foreclosure or similar actions on property insured under this policy.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays the premium due under this Coverage Form at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of "loss" within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in the risk known to the mortgage holder.

All of the terms of this Coverage Form will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Form:
 - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount that we pay; and
 - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you must pay your remaining mortgage debt to us.
- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
 - (1) 10 days before the effective date of the cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we do not renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

G. DEFINITIONS

1. "Accident" means direct physical loss or damage to "covered equipment" caused by or resulting from one or more of the following:
 - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. Artificially generated electrical current, including electrical arcing that disturbs electrical devices, appliances or wires;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss or damage to steam boilers, steam pipes, steam turbines, steam engines caused by or resulting from any condition or event inside such equipment;
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; and
 - f. Any "testing" of "covered equipment".
2. "Artistic merit" means the special value applicable to tangible construction materials primarily because of their historic, rare or unique characteristics. This includes, but is not limited to, stained or art glass windows; antique structural elements incorporated into the new "building or structure" including interior or exterior stone or wood work; antique floors or roof tiles.
3. "Buildings or structures" means structures which are meant to be permanent structures, including grading, excavation, and backfill, foundations, pipes and wiring above or beneath the surface of the ground, machinery, equipment and related property provided such property is, or will become, a permanent part of the completed "building or structure". Also included are appurtenant permanent structures including fences, sidewalks, walkways, driveways, roadways and their related fixtures provided such work is included within the contract of construction and if the values are included within the completed value.
4. "Business personal property" means property that is owned by or leased or rented by you from others, that is used by you in your business including office furniture and supplies, computers, and telephone systems. "Business personal property" does not include "valuable papers and records".
5. "Construction class" means one of the following types of construction developed by Insurance Service Office (ISO):
 - a. Frame – Construction class 1. Frame or wood stick construction buildings or structures have exterior roofs, walls and floors of combustible materials. Buildings or structures may have exterior walls of non-combustible construction but floors and roofs are combustible.
 - b. Joisted Masonry – Construction class 2. Joisted Masonry means buildings or structures with exterior bearing walls of masonry or fire resistive construction with at least one hour fire rating but with combustible roof and floor.
 - c. Non-Combustible – Construction class 3. Non Combustible means buildings or structures with exterior walls, floors and roofs of non-combustible or slow burning materials. Building supports are made of non-combustible or slow burning materials.
 - d. Masonry Non Combustible – Construction class 4. Masonry Non Combustible means buildings or structures with exterior bearing walls of fire resistive construction, not less than 4" thick, with a fire rating of at least one (1) hour. Roofs and floors are constructed of non-combustible or slow burning materials.
 - e. Modified Fire Resistive – Construction class 5. Modified Fire Resistive construction means buildings or structures with exterior and interior bearing walls or structural supports, floors and roof of masonry materials with a fire rating of less than two (2) hours but not less than one (1) hour. Structural steel will be protected by applied material affording like fire protection. Masonry materials are at least 4 inches thick.
 - f. Fire resistive – Construction class 6. Fire resistive construction means floors, exterior bearing walls or the exterior structural frame that are either of non-combustible materials with a fire rating on 2 hours or more or are a masonry material meeting the following thickness requirements: solid masonry or reinforced concrete at least 4 inches thick; or, hollow masonry materials at least 12 inches thick. All assembled components will have a fire rating of at least two (2) hours.

- g. Buildings – Mixed Construction. Buildings or structures which are of multiple or mixed construction and which, at completion, are composed of 25% or more frame construction, will be classed as Frame – Construction class 1.
- 6. “Contract penalties” means those fees or penalties that you, acting as a general contractor, agree to pay as a result of your failure to complete the construction of “buildings or structures” within the timeframe provided by a written contract of construction executed by you in advance of “loss”.
- 7. “Covered equipment” means:
 - a. Electrical or mechanical equipment that transmits or uses energy;
 - b. Electrical or mechanical equipment that operates under internal pressure or vacuum, other than weight of its contents;

“Covered equipment” must be located at the construction site described on the “schedule of coverages”.

“Covered equipment” does not mean any of the following:

 - c. Structure, foundation, cabinet, or compartment, including those that cover, hold or support “covered equipment”;
 - d. Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire extinguishing or suppression system;
 - e. Insulating or refractory material;
 - f. Water piping, other than boiler feedwater piping, boiler condensate return piping or water piping forming part of a refrigerating or air conditioning system.
 - g. “Vehicle” or any equipment mounted on a “vehicle”;
 - h. Satellite, spacecraft or any equipment mounted on a satellite or spacecraft; or
 - i. Dragline, excavation or construction equipment.
- 8. “Data” means information or instructions stored in digital code capable of being processed by machinery.
- 9. “Fire protection equipment” means equipment that manually or automatically discharges water, inert gas, or chemicals for the purpose of stopping or controlling a fire. The equipment referred to by this definition may be hand-held fire extinguishing equipment, owned by you or owned by others; permanently installed automatic fire extinguishing system such as an operating automatic sprinkler system within the covered “building or structure”.
- 10. “Fungus” means any type or form of “fungus”, mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungus; any type or form of algae or lichens.
- 11. “Loss” means accidental loss or damage.
- 12. “Media” means material on which “data” is recorded, such as magnetic tapes, hard disks, optical disks, or floppy disks.
- 13. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes acids, alkalis, chemicals, asbestos, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 14. “Pre-existing structure” means any “building or structure”, or any part of any “building or structure”, which existed at the construction site prior to the inception of this policy. This includes any building or structure in course of construction, alteration, renovation or rehabilitation.
- 15. “Schedule of coverages” means the pages labeled “schedule of coverages” or other declarations or schedules that apply to this coverage.
- 16. “Sinkhole collapse” means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite and similar rock formations. This cause of loss does not include the cost of filling sinkholes (except to the extent that such filling is required to repair Covered Property following a Covered Cause of Loss), or sinking or collapse of land into manmade underground cavities.
- 17. “Specified causes of loss” means any of the following:

Fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, "sinkhole collapse", volcanic action, falling objects, and weight of snow, ice or sleet.

18. "Temporary structures" means false-work, cribbing, construction forms, scaffolding, temporary fences and signs, and similar property built or erected at the construction site shown on the "schedule of coverages" which are used in conjunction with the construction of "buildings and structures".
19. "Testing" means the testing of building systems and components at the construction site, including:
 - a. Electrical;
 - b. Pneumatic;
 - c. Hydrostatic; or
 - d. Mechanical testing.
20. "Valuable papers and records" means blueprints, designs, records and other specifications in written, printed, electronic or magnetic media format.
21. "Vehicle" means, as respects to Equipment Breakdown and Testing Coverage only, any machinery or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDERS' RISK DELAY IN COMPLETION COVERAGES ENDORSEMENT

This endorsement modifies the Builders' Risk Coverage Form

A. Coverage

1. Soft Costs—Expenses Covered

We will pay Soft Costs that you incur as a result of a "Delay In Completion". As used by this Endorsement, Soft Costs means those actual additional expenses you necessarily incur which you would not have incurred had there been no loss. The only additional expenses we cover are:

- a.** Additional interest expense for loans financing construction, repair or reconstruction of the Covered Property. We include any additional interest expense you must pay due to an increase in your interest rate;
- b.** Reasonable additional advertising or promotional expense;
- c.** Reasonable additional fees or expenses for architects, engineers, interior designers, attorneys or accountants. We will pay attorney or accountant fees or expenses only to the extent that such fees or expenses are required to repair or replace Covered Property;
- d.** Additional fees or expenses for required permits or licenses; building inspection fees and related administration expense;
- e.** Additional insurance premiums due to the necessary extension of the policy term to allow for the repair, reconstruction or completion of the Covered Property;
- f.** Additional taxes on the scheduled property;
- g.** Reasonable additional real estate commissions, legal expenses and other expenses that you incur which are necessarily associated with the renegotiation of a lease; and
- h.** Reasonable General administrative expense(s).

Coverage for Soft Costs will begin on the expected completion date of the "Building or Structure" and end on the date when the Covered Property should reasonably be completed using similar quality materials and using reasonable speed.

We will pay only when a Limit of Insurance is shown on the "Schedule of Coverages" applicable to Delay in Completion Coverage--Soft Cost. If we do not show a Limit of Insurance, we do not provide this coverage.

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2. Loss of Rental Income

a. Coverage

We will pay your loss of "Rental Income" as a result of covered loss or damage to Covered Property. Coverage for "Rental Income" will begin at the expiration of the "Waiting Period" and end on the earliest of the following:

- 1) The date that Covered Property should be repaired, replaced, rebuilt or completed using similar quality materials and reasonable speed; or
- 2) The date when you have resumed your business operations in whole or in part.

We will pay for loss of "Rental Income" only when a Limit of Insurance is shown on the "Schedule of Coverages" applicable to **Delay in Completion Coverage—Loss of Rental Income**. If we do not show a Limit of Insurance, we do not provide this coverage.

3. Loss of Business Income

a. Coverage

We will pay your loss of "Business Income" as a result of covered loss or damage to Covered Property. Coverage for "Business Income" will begin at the expiration of the "Waiting Period" and end on the earliest of the following:

- 1) The date that Covered Property should be repaired, replaced, rebuilt or completed using similar quality materials and reasonable speed; or
- 2) The date when you have resumed your business operations in whole or in part.

We will pay for loss of "Business Income" only when a Limit of Insurance is shown on the "Schedule of Coverages" applicable to **Delay in Completion Coverage—Loss of business income**. If we do not show a Limit of Insurance, we do not provide this coverage.

4. Extra Expenses to Reduce Payment for Delay in Completion Losses

Following covered "Loss" to Covered Property, we will pay the necessary and reasonable extra expenses that you incur but only to the extent that such expenses reduce the amount of covered "Loss" payable for 1.-3., above. The amount that we pay is included within and does not increase the limit of insurance for any applicable Delay in Completion coverage provided by this Endorsement.

5. Loss from Civil Authority

If a Limit of Insurance is shown on the Builders' Risk "Schedule of Coverages" for Soft Costs, Loss of "Rental Income" or Loss of "Business Income", we will extend such coverage for losses that are caused by or result from an action of civil authority which:

- a. Prohibits access to the construction site shown on the "Schedule of Coverages", and
- b. Is taken in response to direct physical "Loss" to property, other than property at the scheduled location, due to a Covered Cause of Loss.

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Coverage is provided for up to thirty (30) consecutive days from the date of the action taken by the Civil Authority.

6. Prevention of Access

If a Limit of Insurance is shown on the Builder's Risk "Schedule of Coverages" for Soft Costs, Loss of "Rental Income" or Loss of "Business Income", we will extend such coverage for losses that are caused by or result from direct physical loss to property, other than Covered Property, which prevents access to a covered "Building or Structure" at the construction site shown on the "Schedule of Coverages". Coverage only applies when the "Loss" preventing access to Covered Property:

- a. Is caused by or results from a Covered Cause of "Loss"; and
- b. Occurs within one (1) mile of the described construction site where Covered Property is located; and
- c. Is not caused by or result from any action of a Civil Authority.

We will not extend this coverage when access to covered "Building or Structure" is prevented for less than 72 consecutive hours. Coverage will only apply up to 30 consecutive days.

The most we pay for all "Loss" from **Prevention of Access** in any one occurrence is the least of the following amounts:

- 1) \$100,000; or
- 2) The applicable Limit of Insurance.

B. Exclusions Applicable to Delay in Completion Coverages

All of the Exclusions included in the Builders Risk Coverage Form to which this Endorsement is attached apply.

We will also not pay for any loss, damage or expense caused by or resulting from any of the following. We exclude such "Loss" regardless of any other cause or event that contributes concurrently or in any sequence to the "Loss":

- 1. Suspension, cancellation or lapse of any order, permit, license, contract or lease.

But, if the suspension, cancellation or lapse is directly caused by the suspension of construction of the "Building or Structure" due to "Loss" covered by the Builders' Risk Form to which this endorsement is attached, we will cover your resulting Soft Cost expense, Loss of Rental Income or Loss of Business Income up to the Limits of Insurance provided.

- 2. Any delay in construction caused by any of the following:

- a. Lack of funding or financing;
- b. Lack of workforce;

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- c. lack of action or due diligence by you, or any other person, to repair, reconstruct, or construct covered "Building or Structure" as soon as possible following covered "Loss";
- d. Changes in design or change orders, including any change or improvement(s) made independently of the "Loss" which increases the time required for construction, repair or completion of the insured project;
- e. Any interference by strikers or any person that affects the repair, reconstruction or construction of the Covered Property; or
- f. Weather conditions.

But if weather condition(s) covered by the Builders' Risk Coverage Form cause direct physical damage to Covered Property resulting in a covered "Loss", we will pay for the resulting Soft Cost expense, Loss of "Rental Income" or Loss of "Business Income", up to the Limit of Insurance provided.

- 3. Any other consequential loss, including the amount that any loss is increased as a result of loss to property at construction site which is not covered property.

C. Limits of Insurance

The most we pay for coverage provided by this Coverage Form in any one occurrence is the applicable Limit of Insurance shown on the "Schedule of Coverages".

D. Additional Conditions applicable to Delay in Completion

- 1. In the event that you and we do not agree on the amount of the covered loss, we will adjust the claim in accordance with the provisions of **CM 00 01, Commercial Inland Marine Conditions, Loss Conditions, B. Appraisal.**
- 2. The Coverage(s) we provide under this **Delay in Completion** Endorsement are not limited by the expiration of the Policy.
- 3. If following covered "Loss", you abandon or cease construction of any construction project for any reason, coverage provided by this Endorsement will not apply.

E. Definitions

The Following are added to **Definitions**:

- 1. **"Business Income"** means the sum of:
 - a) The actual net profit or loss (before income taxes) that you derive from the operation of the completed "Building or Structure"; and
 - b) The continuing normal operating expenses, including the payroll, of the operation.
- 2. **"Delay in Completion"** means the interruption in construction caused by, resulting, or arising out of a covered "Loss" to Covered Property which delays the completion date of the construction project.

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3. "Rental Income" means:

- a) The net rental income (net profit or loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy, as furnished and equipped by you;
- b) The fair rental value of any portion of the described property that is to be occupied by you; and
- c) The continuing normal operating expenses, including the payroll, of the operation.

4. "Waiting Period"--The period of time shown on the Declarations in days which:

- a) If Covered Property is not completed as of the date of "Loss", begins on the date construction of the "Building or Structure" would have been completed had there been no "Loss. However, if permission to occupy and use has been granted, and the "Building or Structure" is being used for business operations, begins as of the date of "Loss";
- b. if construction of Covered Property is completed, as of the date of "Loss".

All other terms, conditions and exclusions of the Policy shall remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDERS' RISK FLOOD AND RELATED WATER

This endorsement modifies the Builders' Risk Coverage Form

A. Flood and Related Water Loss Coverage

When coverage for Flood and Related Water is indicated on the Builders' Risk Flood and Related Water "Schedule of Coverages", we cover "Loss" caused by or resulting from Flood And Related Water at all location(s) described on the "Schedule of Coverages" except those locations which are excluded.

As used by this Endorsement, Flood and Related Water means:

1. Flood;
2. Surface water, rapid accumulation of run off, waves (including tidal wave and tsunami), tides, tidal water, overflowing of any body of water, or spray from any of these all whether or not driven by wind (including storm surge);
3. Mudslide or mudflow;
4. Water that backs up or overflows or is otherwise discharged from a sewer, drains, sump pump or related equipment;
5. Water under the surface of the ground pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not;
 - c. Doors, Windows or other openings; or
6. Waterborne material carried or otherwise moved by any of the water referred to in Paragraphs 1., 2., or 4. or material carried or otherwise moved by mudslide or mudflow.

B. Exclusions Applicable to Flood and Related Water

We do not cover "Loss" caused by any Flood or Related Water event that begins before the inception date of this Policy.

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C. Limits of Insurance

The most we pay for all "Loss" caused by or resulting from covered Flood and Related Water in any one occurrence, regardless of the numbers and types of coverages (including any coverage provided by any Delay in Completion Coverage or provided by any Additional Coverage by the Builders' Risk Coverage Form), is the Flood and Related Water Maximum Per Occurrence Limit of Insurance. Any amounts we pay for any of the preceding coverage(s) are included within and do not increase the Flood and Related Water Limit of Insurance. The most we pay for "Loss" in any twelve (12) month policy period is the Maximum Annual Aggregate Limit of Insurance applicable to Flood and Related Water shown on the Builders' Risk Flood and Related Water "Schedule of Coverages".

D. Additional Conditions Applicable to Flood and Related Water.

1. The provision applicable to **Reinstatement of Limit after Loss, Commercial Inland Marine Conditions** does not apply to Coverage provided by this Endorsement.

E. Deductible Applicable to Flood and Related Water

The following condition pertaining to Flood and Related Water deductible applies when a Flood and Related Water deductible is shown on the Builders' Risk Flood and Related Water "Schedule of Coverages".

1. We will not pay for "Loss" in any one occurrence until the amount of the covered "Loss" applicable to all coverages exceeds the applicable Flood and Related Water deductible amount shown on the Builders' Risk Flood and Related Water "Schedule of Coverages". We will then pay the amount of the "Loss" in excess of the Flood and Related Water Deductible, up to the applicable Limit of Insurance.
2. When a percentage deductible is shown on the Builder's Risk Flood and Related Water "Schedule of Coverages", we will calculate the dollar deductible in the following manner. We will multiply the percentage deductible shown on the Schedule by the total values of the damaged property at the time of loss. We will not pay for "Loss" in any one occurrence until the amount of covered "Loss" exceeds the dollar amount shown on the "Schedule of Coverages". We will then pay the amount of "Loss" in excess of the deductible, up to the Flood and Related Water Limit of Insurance. In the event that the calculated deductible is less than the minimum deductible shown on the Builders' Risk Flood and Related Water "Schedule of Coverages", then that minimum deductible will apply.

All other terms, conditions and exclusions of the Policy shall remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDERS' RISK EARTHQUAKE ENDORSEMENT

This endorsement modifies the Builders' Risk Coverage Form

A. Earthquake

When coverage for Earthquake is indicated on the Builders' Risk Earthquake "Schedule of Coverages", we cover "Loss" caused by or resulting from Earthquake at all location(s) described on "Schedule of Coverages" except those locations which are excluded.

As used by this Endorsement, Earthquake means:

1. Earthquake, including tremors or aftershocks and any earth sinking, rising or shifting relating to such event;
2. Volcanic eruption, explosion or effusion. Volcanic action means direct physical loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - a. Airborne volcanic blast or airborne shock waves;
 - b. Ash, dust or particulate matter; or
 - c. lava flow.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

With respect to coverage for Earthquake and Volcanic Action as set forth in paragraphs 1. and 2. above, all earthquakes and volcanic eruptions that occur within any 168 hour period will constitute a single occurrence. The expiration of this Policy will not reduce the 168 hour period.

B. Exclusions applicable to Earthquake

We do not cover any "Loss" caused by Earthquake or Volcanic Action that begins before the inception date of this Policy.

C. Limits of Insurance

The most we pay for all "Loss" caused by or resulting from Earthquake in any one occurrence, regardless of the numbers and types of coverage (including any coverage provided by any Delay in Completion Coverage or provided by any Additional Coverage by the Builders' Risk Coverage Form), is the Earthquake Maximum Per Occurrence Limit of Insurance. Any amounts we pay for any of the preceding coverage(s) are included within and do not increase the Earthquake Limit of Insurance. The most we pay for all "Loss" in any twelve (12) month policy period is the Maximum Annual Aggregate Limit of Insurance applicable to Earthquake shown on the Builders' Risk Earthquake "Schedule of Coverages".

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Page 2 of 2

D. Additional Conditions Applicable to Earthquake.

1. The provision applicable to **Reinstatement of Limit after Loss, Commercial Inland Marine Conditions** does not apply to coverage provided by this Endorsement.

E. Deductible Applicable to Earthquake

The following condition pertaining to Earthquake deductible applies when an Earthquake deductible is shown on the Builders' Risk Earthquake "Schedule of Coverages".

1. We will not pay for "Loss" in any one occurrence until the amount of the covered "Loss" applicable to all coverages exceeds the Earthquake deductible amount shown on the Builders' Risk Earthquake "Schedule of Coverages". We will then pay the amount of the "Loss" in excess of the Earthquake Deductible, up to the applicable Limit of Insurance.
2. When a percentage deductible is shown on the Builders' Risk Earthquake "Schedule of Coverages", we will calculate the dollar deductible in the following manner. We will multiply the percentage deductible shown on the Schedule by the total value of damaged property at the time of "Loss". We will not pay for "Loss" in any one occurrence until the amount of covered "Loss" exceeds the dollar amount shown on the "Schedule of Coverages". We will then pay the amount of "Loss" in excess of the deductible, up to the Earthquake Limit of Insurance. In the event that the calculated deductible is less than the minimum deductible shown on the Builders' Risk Earthquake "Schedule of Coverages", then that minimum deductible will apply.

All other terms, conditions and exclusions of the Policy shall remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA


This endorsement modifies the Builders' Risk Coverage Form

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all Forms and Endorsements that comprise this Policy.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in the above Coverage Form.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in the above Coverage Form are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, or any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

In Witness Whereof, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.

A handwritten signature in black ink, appearing to read "John C. Roche". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

John C. Roche
President

A handwritten signature in black ink, appearing to read "Charles F. Cronin". The signature is cursive, with the first letters of the first and last names being capitalized and prominent.

Charles Frederick Cronin
Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT #3 PROJECT COMMUNITY AREA MAP

NOT APPLICABLE TO THIS PROJECT

Project is in Orland Park, Illinois

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #4 ASSIST AGENCIES

PUBLIC BUILDING COMMISSION OF CHICAGO'S ASSIST AGENCIES

Assist Agencies are comprised of Chamber of Commerce and Not-for-Profit agencies that represent the interests of small, minority- and/or women-owned businesses. If your agency would like to be added to the PBC's Assist Agencies list, please send an email to patricia.montenegro@cityofchicago.org.

African American Contractors Association
PO Box #19670
Chicago, IL 60619
Omar Shareef
312-915-5960
aacanaffassoc@gmail.com
www.aacanatl.org

Black Contractors United
155 North Michigan Avenue
Suite 300
Chicago, IL 60601
Shynetta Dockery
773-617-5672
bcu@blackcontractorsunited.com
blackcontractorsunited.com

CANDO Corporation
1633 S Michigan Ave
Chicago, IL 60615
LaVerne Hall
(312) 488-9338
LHall@candocorp.net

Chatham Business Association: Small Business Development, Inc.
800 E 78th St
Chicago, IL 60619
Melinda Kelly
(773) 994-5006
melindakelly@cbaworks.org
cbaworks.org

Chicago Cook Workforce Partnership
69 W Washington Street
Suite 2860
Chicago, IL 60602
Marissa Lewis
mlewis@chicookworks.org
(312) 603-0200
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Chicago Minority Supplier Development Council
216 W Jackson Boulevard
Suite 600 Chicago, IL 60606
Debra Jennings-Johnson
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Chicago Urban League
4510 S Michigan Ave, 3rd Floor
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Kelly Evans
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kevans@chiul.org
chiul.org

Chicago Women in Trades
2444 W 16th St
Chicago, IL 60608
Jayne Vellinga
(312) 942-1444
jvellinga@cwit2.org
chicagowomenintrades2.org

ConstructConnect
3825 Edwards Road, #800
Cincinnati, OH 45209
Amanda Beyer
(513) 458-5837, Extension 5108336
amanda.beyer@constructconnect.com
ConstructConnect.com

Construction Business Development Center at Prairie State College
202 S Halsted St
Chicago Heights, IL 60411
Cathy Svetanoff
(708) 709-3568
csvetanoff@prairiestate.edu
prairiestate.edu

Federation of Women Contractors
4210 W Irving Park Rd
Chicago, IL 60641
Jaemie Neely
(312) 360-1122
info@fwcchicago.com
fwcchicago.com

HIRE360 Chicago
2301 S Lake Shore Drive
Lakeside Center, Chicago, IL 60616
Deborah Whitaker
(312) 575-2500
dwhitaker@hire360chicago.com
bids@hire360chicago.com

Hispanic American Construction Industry Association
650 W Lake St, #415
Chicago, IL 60661
Ivette Trevino
(312) 575-0389
itrevino@haciaworks.org
haciaworks.org

Illinois Black Chamber of Commerce
411 Hamilton Blvd, #1404
Peoria, IL 61602
Larry Ivory & Kenyatta Fisher
(309) 740-4430
larryivory@illinoisblackchamber.org,
kfisher@ilbcc.org
illinoisblackchamber.org

Rainbow/PUSH Coalition
930 E 50th St
Chicago, IL 60615
John Mitchell
(773) 256-2766
jmitchell@rainbowpush.org
rainbowpush.org

South Shore Chamber, Inc.
1750 E 71st St
Chicago, IL 60649
Tonya Trice
(773) 955-9508
ttrice@southshorechamberinc.org
southshorechamberinc.org

U.S. Minority Contractors Association
1250 Grove Ave, #200
Barrington, IL 60010
Larry Bullock
(847) 852-5010
larry.bullock@usminoritycontractors.org
usminoritycontractors.org

Women's Business Development Center
8 S Michigan Ave, #400
Chicago, IL 60603
Donna Beasley
(312) 853-3477
dbeasley@wbdc.org
wbdc.org

Women Construction Owners & Executives
308 Circle Ave
Forest Park, IL 60130
Mary Kay Monaghan
(708) 366-1250
mkm@mkmservices.com
wcoesa.org



Last Updated: 4/16/2024 4:22 PM



HUB International Midwest

1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 468-5600
www.hubinternational.com

August 29, 2024

Accel Construction Services Group, LLC
2211 N. Elston Ave., Suite 302
Chicago, IL 60614

Re: Pre-Qualification / Bond Capacity

To Whom May Concern:

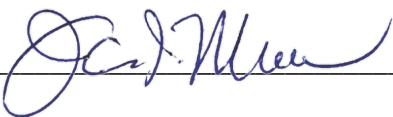
It is our understanding that Accel Construction Services Group, LLC intends to submit a bid proposal to you for future projects. They have a \$40,000,000.00 single and \$80,000,000.00 aggregate work program.

As surety for Accel Construction Services Group, LLC, the Travelers Casualty and Surety Company of America, subject to our normal underwriting considerations, will issue the required bid bond, and if Accel Construction Services Group, LLC is awarded the contract a performance and payment bond will be issued on the forms provided by the owner in the full amount of the contract. It is understood that a surety relationship is strictly a matter between the surety and the principal and we cannot be held responsible to any third parties or to our principal itself if for whatever reason we elect not to execute a bond.

Travelers Casualty and Surety Company of America has a group rating of A/XV according to A.M. Best, is listed in the U.S. Treasury Circular as an approved surety and is licensed to transact surety business in the state of Illinois.

Sincerely,

Travelers Casualty and Surety Company of America

By: 

James I. Moore, Attorney-in-fact



City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

ACCEL CONSTRUCTION SERVICES GROUP LLC
2211 N ELSTON AVE
SUITE 302
CHICAGO IL 60614

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC077099

CERTIFICATE NUMBER : GC077099-11

FEE: \$ 2000

DATE ISSUED: 09/30/2024

DATE EXPIRES: 08/24/2025

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Brandon Johnson
Mayor

Marlene Hopkins
Commissioner

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Accel Construction Services Group, LLC
2211 N. Elston Ave., Ste. 302
Chicago, IL 60614

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60543

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)

Public Building Commission of Chicago
50 West Washington Street, Room 200
Chicago, IL 60602

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Contract No. C1613 Forest Preserve District of Cook County ('FPDCC')
Metal Buildings - McGinnis Field Station - Orland Park
PBC Project No. 15070
FPDCC Project No. 23-80-42

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

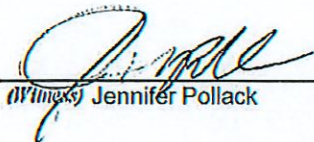
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 22nd day of January, 2025



(Witness)



(Witness) Jennifer Pollack

Accel Construction Services Group, LLC

(Principal)

(Seal)

By:

(Title) Henry Lopez, President

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

(Title) James I. Moore Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry L Bacskai Notary Public of DuPage County, in the State of Illinois,
do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and
Surety Company of America who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 22nd day of January, 2025.



Notary Public

Sherry L Bacskai

My Commission expires: September 8, 2027



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

OR

Project Description: Contract No. C1613
 FPDCC Metal Buildings - McGinnis Field Station

Principal: Accel Construction Services Group, LLC

Obligee: Public Building Commission of Chicago

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of January, 2025.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.