

October 9, 2018

Kopon Airdo Attorney at law
233 South Wacker Dr., Suite 4450
Chicago, IL 60606
Attention: Michael Airdo

RE: A Lamp Job No. 18075
Hanover Township
Walters – Lenoci Reserve Path Project

To Whom It May Concern;

Attached, please find two (2) originals of the following documents:

- Signed Contracts
- Contract Bonds
- Certificate of Insurance

Should you have any questions or need additional information, please feel free to contact our office anytime.

Sincerely,
A LAMP CONCRETE CONTRACTORS, INC.


Kelly Biello
kbiello@alamconcrete.com

HANOVER TOWNSHIP WALTERS-LENOCI RESERVE
PATH PROJECT AGREEMENT

IN CONSIDERATION of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hanover Township, an Illinois Township located in Cook County, Illinois (hereinafter, the "Township" or "Owner") and A Lamp Concrete Contractors, Inc., an Illinois corporation (hereinafter, "A Lamp" or "Contractor") (collectively, the "Parties"), enter into this Hanover Township Walters-Lenoci Reserve Path Project Agreement (hereinafter, the "Agreement") this 2nd day of October, 2018, and hereby agree as follows:

1. Project Work. Contractor shall perform services and work (hereinafter, the "Project Work") necessary for the construction of a paved walking path on the Hanover Township Walter-Lenoci Reserve located at 735 Stowell Avenue, Streamwood, Illinois 60107 (hereinafter, the "Project Site"), as set forth in: (a) this Agreement; (b) Township's Request for Proposals, attached hereto as Exhibit "A," including, but not limited to, all plans, specifications, and drawings referenced therein; and (c) Contractor's Bid Proposal, attached hereto as Exhibit "B" (hereinafter, collectively, the "Contract Documents"). In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

2. Completion Date. Contractor shall commence the Project Work on or about October 9, 2018, and shall diligently prosecute the work in such a manner and with such materials, equipment, and labor to ensure the completion of the Project Work within the time limit specified herein, it being understood and agreed that completion within the time limit is an essential part of the Agreement. Time is of the essence of this Agreement. Once started, work shall continue without extended interruption. The Project Work shall be completed in strict compliance with the Contract Documents on or before November 16, 2018 (hereinafter, the "Completion Date").

3. Contract Sum. Contractor shall furnish all supervision, labor, materials, and equipment and perform all work named and described in the Contract Documents, for the sum of the products obtained by multiplying each the actual unit quantities supplied and installed/constructed by Contractor, as determined and certified by 2IM Group, LLC (hereinafter, the "Engineer"), by the respective unit prices set forth in Contractor's Bid Proposal (hereinafter, the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, Repair Work, and Warranty Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, testing, re-testing certifications, demonstrations, balancing, training, shop drawings, as built drawings, removal and disposal of construction debris, payment of Prevailing Wages, Performance and Payment Bonds, Letters of Credit, fees, expenses, costs, profits, and overhead required under the Contract Documents. Neither Owner nor Engineer guarantees the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units. It is understood and agreed that Township reserves the right to cancel this Agreement or any part thereof, if conditions over which Township has no control force the halting or cancelling of this Agreement by Township.

4. Payment Terms.

A. Contractor shall provide monthly invoices to Township throughout the Project Work. It shall be a condition precedent to Township's obligation to make a monthly progress payment that Contractor shall have submitted to Engineer, not less than seven (7) days prior to the month in which Contractor is applying for a payment, the following documentation (hereinafter, collectively, the "Contractor's Progress Payment Documents"), which shall be sworn to and notarized:

- (i) An itemized Application for Payment for work completed, including unit quantities supplied and installed/constructed, supported by such data to substantiate Contractor's right to payment as may be required by Engineer and/or Owner, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by Owner. Payments shall be further reduced by such additional amounts as Engineer and/or Township determines for non-conforming work and unsettled claims.
- (ii) A General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.
- (iii) Current Partial Waivers of Lien from Contractor and from all subcontractors of every tier that furnished labor, materials, and/or equipment in connection with the Project Work and from all material suppliers that supplied material in connection with the Project covering such period.
- (iv) Such additional documentation and/or information requested by Engineer and/or Owner relative to said payment.

B. No payments shall be made by Township for any materials, goods, supplies, and/or equipment until said materials, goods, supplies, and/or equipment have been incorporated into the Project Work and are otherwise in strict compliance with the Contract Documents, and further subject to the requirements of this Paragraph 4.

C. Following completion of the Project Work and/or Repair Work, Contractor shall: (i) submit to Township a General Contractor's Sworn Statement in the form customarily used by Chicago Title & Trust Company and final lien waivers from: (a) Contractor, (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work, and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work, all of which shall be sworn to and notarized, and such additional documentation and/or information requested by Engineer and/or Owner relative to said payment (hereinafter, collectively, the "Final Payment Request Documentation"); and (ii) assign to Township all manufacturers' warranties as required by Paragraph 14 of this Agreement.

D. It shall be a condition precedent to payment required by Township hereunder, that Township has determined that the Project Work and/or Repair Work has been completed in strict compliance with the Contract Documents and is free from any defects. Township shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to 110% of the value of the punch list work, and for any unsettled claims, and further subject to the conditions herein. Payments shall be further contingent upon the consent of the surety issuing the Performance and Payment Bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to Township. It shall also be a condition precedent to any payment hereunder that Contractor must complete and submit certified payrolls to Township covering all payouts in strict compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/01, *et seq.* Township will not process or release any payments prior to receiving such certified payrolls.

E. In the event Contractor, Township, and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project Work, the amount claimed shall be held out from payment for a period of at least one-hundred and twenty (120) days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, Township, in its sole discretion, may elect to: (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court; (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled; or (c) elect to pay said disputed sum to Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to Township. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, Contractor shall either furnish a release or final waiver from said lien claimant or furnish Township with an indemnification agreement and an additional mechanic's lien bond in a form approved by Township issued by a surety company acceptable to Township.

F. Notwithstanding the foregoing, in no event shall Township's acceptance of the Project Work, Contractor's Payment Request Documentation, Final Payment Request Documentation, and/or any Certification, and/or Township's payment to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under this Agreement.

5. Material and Equipment Inspection and Responsibility. Materials and Equipment, the style, make, or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, Township's written approval must be obtained prior to installation, which Township may withhold in its sole and absolute discretion. All materials used shall meet the requirements of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto. If any material is rejected for failure to meet the requirements of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto, and a retest is requested, Contractor shall pay the cost of the demurrage, if any, resulting from delay caused by such retest. Further, nothing in this Agreement shall restrict the access to Township properties by the employees, officers, officials, and/or agents of Township who have a legitimate need for such access, including access required to determine

whether or not Contractor is in compliance with the terms and conditions of this Agreement. No person other than a Township employee, officer, official, and/or agent shall disturb or interfere with Contractor occupying the Project Site under the authority of this Agreement.

6. Non-Discrimination. Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Contractor agrees not to deny services or use of the Project Site on the basis of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, marital status, or unfavorable discharge from military service or otherwise in violation of any applicable Local, State, or Federal Laws or Statutes.

7. Compliance with Law. All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois Department of Labor (IDOL), United States Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and all applicable building codes (hereinafter, collectively, the "Laws"). To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorneys' fees, and other costs of defense by reason of actual or alleged violations of any of the Laws, including, but not limited to, products liability claims. Further, Contractor shall meet the requirements of the most current issue of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction," all addenda thereto, and any included special provisions, and any and all contracts and sub-grants of amounts in excess of \$100,000.00 shall contain a provision, which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, 42 U.S.C. 1057 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

8. Assurances.

A. Contractor and any and all Subcontractor(s) to this Agreement represent and warrant that, by executing this Agreement, have been complying with and will continue to comply with all Federal, State, County, and local laws, ordinances, rules, and regulations that which may in any manner affect the performance of the Project Work. Said laws, ordinances, rules, and regulations shall include, but not limited to, those in relation to employment; discrimination; labor; contracting; flood hazard and environmental laws and regulations; the Illinois Drug Free Workplace Act and the Federal Drug Free Workplace Act; hazardous substances regulations; and lead-based paint regulations.

that: B. Contractor and any and all Subcontractor(s) specifically state and assure

- (i) Contractor and any and all Subcontractor(s) have legal authority to submit the proposal and to execute this Agreement with Township.
- (ii) Contractor and any and all Subcontractor(s) are authorized and consent on behalf of Township, Engineer, and himself/herself to accept the jurisdiction of the United States District Court, Northern District of Illinois, Eastern Division, for the purpose of enforcement of the requirements of such Federal statutes, rules, and regulations. Further, any provision to this Agreement not subject to Federal law shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall take place in the Circuit Court of Cook County, Illinois.
- (iii) To the best of their knowledge and belief:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor and any and all Subcontractor(s), to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor and any and all subcontractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (c) Contractor shall require that the language of this certification is included in subsequent contracts for all sub-awards with any and all Subcontractor(s) at all tiers

(including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-receipts shall certify and disclosed accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made, and any subsequent contract entered into in accordance with the requirements set forth in this Agreement. Acceptance of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

8. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Hanover Township, 2IM Group, LLC, and their respective officials, officers, employees, agents, and invitees (hereinafter, collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including, but not limited to legal defense costs, attorneys' fees, court costs, settlement judgments, prejudgment interest, and post-judgment interest, whether by direct suit or third parties, which may in any way be related to or arise directly or indirectly from the Project Work, Repair Work, and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents, and/or any person and/or entity acting on behalf of any of them (hereinafter, the "Contractor's Agents"), except to the extent caused by the negligence of the Indemnified Parties. In such case, Contractor shall at its own expense, appear, defend, and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties or any of them in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify, and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses, including, but not limited to attorneys' fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement. This obligation shall survive the expiration and/or termination of this Agreement.

9. Binding Obligation and Non-Assignability. This Agreement shall be binding upon and inure to the benefit of Township and Contractor and their respective successors and assigns. Notwithstanding the foregoing, Contractor shall not assign, lease, or sub-lease the successful Bid or this Agreement without the express written consent of Township, which Township may withhold in its sole and absolute discretion. Any such assignment by Contractor without Township's written consent shall be null and void.

10. Taxes. Township is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by Contractor, or to suppliers and materials, which, even though they are consumed, are not incorporated into the completed Project Work. Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment, or other property and upon such unincorporated supplies and materials. Notwithstanding the foregoing, it

shall be Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

11. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, Project Site inspections, and represents and warrants that the Contract Documents are adequate, and the required result can be produced thereunder. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, nor will be accepted as a basis for any claims whatsoever for extra compensation. Further, Contractor expressly acknowledges that Township makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the Project site for the purposes set forth herein, or for any other purpose or use, express or implied, by Contractor. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED BY TOWNSHIP. Contractor accepts use of the Project Site and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Contractor acknowledges that Contractor has inspected the Project Site to Contractor's satisfaction as to the adequacy, fitness, and condition thereof.

12. Insurance.

A. Insurance Requirements. Contractor shall procure and maintain for the duration of the Project Work, Repair Work, and/or Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the Contract Sum.

i. Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL contains a general aggregate limit, it shall be in an amount of not less than \$2,000,000, or it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: the Project Work, Repair Work, and Warranty Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

Hanover Township, 2IM Group, LLC, and each of their respective officers, officials, directors, employees, volunteers, managers, servants, agents, parent companies, subsidiaries, affiliates, successors, and assigns (hereinafter, collectively, the "Additional Insured") shall be included as an insured under the CGL coverage, Business Auto Liability coverage, and any

Commercial Umbrella Liability Coverage, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

ii. *Continuing Completed Operations Liability Insurance.* Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 per each occurrence for at least three years following substantial completion of the Project Work and acceptance of the Project Work by Township. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Any continuing commercial umbrella coverage shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

iii. *Business Auto Liability Insurance.* Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired, and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

iv. *Workers Compensation and Employees Liability Insurance.* Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$500,000 per each accident for bodily injury by accident or \$500,000 per each employee for bodily injury by disease.

If the Additional Insured have not been included as an insured under the Commercial General Liability, Business Auto Liability, and Excess Umbrella Liability Insurance coverages required in the Contract, Contractor waives all rights against each Additional Insured, for recovery of damages arising out of or incident to the Project Work.

v. *Excess Umbrella Liability Insurance Coverage.* Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate. The minimum amount of Excess Umbrella Liability Insurance coverage may be reduced by the amount that Contractor's CGL coverage per occurrence exceeds \$1,000,000.

B. Evidence of Insurance. Prior to beginning work, Contractor shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in termination of this Agreement at the option of Township. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Township whenever requested. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Township's written request for said copies.

C. Acceptability of Insurers. Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

D. Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.

F. Hanover Township Shall Not Waive Any Rights of Subrogation. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, Illinois Counties Risk Management Trust ("ICRMT"), risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against any Contractor, for any property injury, death, or other damage caused by Contractor and/or any of its subcontractors of any tier, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Project Work.

G. Failure to Comply with Insurance Reporting Provisions. All insurance required of Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

H. All Insurance Obtained Shall Apply Separately to Each Insured. All insurance required of Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

I. Insurance Requirements Cannot be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements of this Agreement by any action or omission, including, but not limited to:

- (i) Allowing any work to commence by Contractor before receipt of Certificates of Insurance;
- (ii) Failing to review any Certificates of Insurance received;
- (iii) Failing to advise Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- (iv) Issuing any payment without receipt of a sworn certification from Contractor stating that all the required insurance is in force.

Contractor agrees that the obligation to provide the insurance required by this Agreement is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Township and/or any of the other Additional Insured.

J. Liability of Contractor is not Limited by Purchase of Insurance. Nothing herein contained in the insurance requirements of this Agreement is to be construed as limiting the liability of Contractor and/or their respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

K. Notice of Personal Injury or Property Damage. Contractor shall notify Township and Engineer, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

L. Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

13. Bonds and/or Letter of Credit. Prior to commencement of the Project Work, Contractor must submit to Township: (a) A Labor & Material Payment Bond and Performance Bond or IDOT Contract Bond, each in the amount of one hundred ten percent (110%) of the accepted Bid Sum, naming Hanover Township, the State of Illinois, and IDOT, as primary co-obligees, in a form deemed acceptable to Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or (b) an Irrevocable Letter of Credit in the amount of one hundred ten percent (110%) of the accepted Bid Sum, guarantying Contractor's obligations under the Bid and this Agreement issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to Township, to guaranty the performance of Contractor's obligations under the Contract Documents and the payment of all labor and materials furnished for the Project Work, Repair Work, and/or Warranty Work, including but not limited to, compliance with the Illinois Prevailing Wage Act. Contractor shall also be required to furnish an IDOT Permit Bond as provided in the Bid and this Agreement. The cost of said Bonds and/or Letter of Credit shall be included in the Contract Sum. Failure to comply with the conditions set forth in the Contract Documents may result in the termination of a successful Bid and this Agreement or may result in Default, in accordance with Paragraph 17 below. In such event, Contractor may be liable for any costs of performing the Project Work, Repair Work, and/or Warranty Work which exceed the amount of his/her Bid, and the Bid guarantee shall be available toward offsetting such difference, if not previously returned to Contractor. All differences after exhaustion of the Bid guarantee shall be charged to Contractor.

14. Warranty. Contractor shall assign all manufacturers' warranties for the Project Work to Township. Notwithstanding such assignments, Contractor expressly warrants to Township that all materials, supplies, and all labor furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to Township for a period of one (1) year commencing upon the completion of the Project Work and acceptance of same by Township. This warranty is in addition to, and not in lieu of the warranties set forth in the Contract Documents. Work performed under this warranty and/or those set forth in the Contract Documents is hereinafter referred to as "Warranty Work". All Warranty Work shall be completed within fourteen (14) days of Contractor's receipt of notice from Township demanding the Warranty Work, weather permitting (the "Warranty Completion Date").

If the Contract Documents provide for methods of construction, installation, materials, etc., which Contractor cannot warranty for the indicated period, it shall be the responsibility of Contractor to so inform Township in writing before submitting its bid. Otherwise, Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

15. Repair Work. Upon completion of the Project Work, and/or any Warranty Work, Contractor shall repair any damage to Township property attributable to acts and/or omissions of Contractor, its employees, subcontractors, or agents, or otherwise attributable to the Project Work and/or Warranty Work (the "Repair Work"). The Repair Work shall be completed within five (5) days of the respective completion of the Project Work and/or Warranty Work, weather permitting (the "Repair Completion Date").

16. Illinois Prevailing Wage Act. All laborers and mechanics employed by Contractor and by any subcontractor(s) on Project Work, Repair Work, Restoration Work, and Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.*, (hereinafter, the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling. Contractor agrees and stipulates that the prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. Contractor shall notify immediately in writing all of its subcontractors of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under this Agreement and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages.

Any increase in costs to Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of Contractor and not at the expense of Township. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by applicable federal and state law, with the most stringent requirements controlling, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the Project Work and for ensuring strict compliance with the requirements of the above mentioned Acts, including, but not limited to, providing certified payrolls to Township in accordance with said applicable laws.

17. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorneys' fees, subject to Paragraphs 19 and 21 below.

18. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served: (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (*i.e.*, 9:00 A.M. to 5:00 P.M. Central Standard Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:

A Lamp Concrete Contractors, Inc.,
1900 Wright Boulevard

Schaumburg, IL 60193

Attention: _____

If to Engineer:

2IM Group, LLC
118 South Clinton Street
Suite 350
Chicago, IL 60661
Attention: Jorge Rueda

If to Township:

Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103
Attention: James Barr, Township Administrator

With a copy to:

Kopon Airdo, LLC
233 S. Wacker Drive, Suite 4450
Chicago, IL 60606
Attention: Michael A. Airdo

Either party hereto may change the place of notice to it by sending written notice to the other party.

19. Limitation on Township's Liability. Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against Township, Engineer, and other Indemnified Parties and agrees not to make any claim or demand for such damages against Township, Engineer, and/or other Indemnified Parties.

20. Hazardous Substances. Contractor shall not cause Hazardous Substances to be brought upon or used in or about the Project Site and/or any other property owned, leased, controlled or under the jurisdiction of Township (hereinafter, the "Owner's Property") by Contractor, its employees, subcontractors of any tier, suppliers, and anyone for whose acts and/or omissions for whom Contractor may be liable (hereinafter, collectively, the "Contractor's Agents"). If the presence of Hazardous Substances brought upon or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this Paragraph, results in contamination of the said property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless, and defend the Indemnified Parties (described above) and against any and all claims, demands, expenses (including, but not limited to, reasonable attorneys' fees), costs, fines, penalties, and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal, or restoration work required by any federal, state or local

governmental authority because of the presence of any such Hazardous Substances on or about said property. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances" and/or "toxic substances" in the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (hereinafter, collectively, the "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from Township or Engineer. Contractor shall immediately notify Township and Engineer both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

21. Delays in Project Work. Notwithstanding all provisions herein to the contrary, Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Project Work. Contractor's sole remedy for delay shall be an extension of time. If Contractor, but for a delay not within Contractor's control, would have completed the Project Work prior to the Completion Date, Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Project Work.

22. Change Orders. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (a) the Contract Sum; (b) the Completion Date, or (b) material changes in the Project Work (*i.e.*, other than minor field changes), a written Change Order shall be prepared by Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$5,000 or more or changes the Completion Date by a total of thirty (30) days or more that Township shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Completion Date, or material change in the Project Work, which will result in an increase or decrease of less than \$5,000 or extension of less than thirty (30) days to the Completion Date, shall be made by the Township Supervisor.

All change orders will be calculated based solely on the respective unit prices set forth in Contractor's Bid Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in the Project Work. No additional compensation will be allowed for change orders for additional work other than based on the respective unit prices set forth in Contractor's Bid Proposal times the increased actual units constructed calculated by Engineer, in that said unit prices already reflects Contractor's overhead and profits.

23. Relationship of the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Contractor to Township arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of Township, and, therefore, is not entitled to any benefits provided to employees of Township. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of Township for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of Contractor may represent himself to others as an employee of Township. Should any person indicate to Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of Township, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Contractor shall at all times have sole control over the manner, means, and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither Township nor Engineer shall have any control over, change of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely Contractor's rights and responsibilities. Contractor shall supervise and direct the Project Work efficiently with his, her, or its best skill and attention; be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project Work; and take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby.

24. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

25. Assumption of Liability. To the fullest extent permitted by law, Contractor, its employees, agents, and/or anyone acting on behalf of any of them, assume all liability for claims, causes of action, and damages from any personal injury, personal loss, or damages to property arising out of or attributable the Project Work, Repair Work, and/or Warranty Work by Contractor, its employees, agents, and/or anyone acting on behalf of any of them. Contractor is aware of the risks associated with the Project Work, and Contractor voluntarily assumes those risks in consideration of the Project Work herein. Township shall not be liable for any damage occasioned by failure to keep the Project Site in repair and shall not be liable for any damage caused to any part of the Project Site, property, or premises. Contractor agrees to indemnify and hold harmless Township from any damages and causes of action of any kind that might occur as a result from any and all use, supervision, or work associated with or related to Contractor, its Bid, this Agreement, or any fulfillment of the Project Work. Furthermore, Township shall not be liable for any damages of any kind in the event the Project Site becomes unusable to Contractor for whatever reason.

26. **Permits and Bonds.** Contractor shall obtain at its sole cost any and all other bonds, permits, and approvals from any federal, state, and/or local government and/or agency or body thereof that has jurisdiction over the Project Site and/or Project Work, including, but not limited to, the Village of Streamwood. The cost of such bonds, permits, and approvals is included in the Contract Sum.

27. **No Waiver of Immunities and/or Privileges.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Township, County of Cook, and/or any of their respective officials, officers, employees, volunteers, and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

28. **Authorized Installer.** Contractor represents and warrants that it is an authorized contractor/installer of all equipment furnished hereunder and that the performance of the Project Work hereunder by Contractor or any of its employees, subcontractors of any tier, and/or agents will not invalidate or void any manufacturer's warranty for any equipment furnished in connection with the Project Work.

29. **Severability.** If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

30. **Illinois Human Rights Act.** Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, 775 ILCS 5 *et seq.*, and Contractor represents and warrants to Township as follows:

- (a) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- (b) That, if it hires employees in order to perform this Agreement or any portion thereof, it will determine the availability, in accordance with the Illinois Department of Human Rights' (hereinafter, the "Department") Rules and Regulations, of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- (c) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity

without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Acts and Rules and Regulations, Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Agreement obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

31. Illinois Freedom of Information Act. Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall

so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

32. Removal and Disposal. Contractor must remove and dispose of all construction or demolition debris materials, waste, and soils at licensed facilities in accordance with applicable federal, state, and local laws, including but not limited to the National Environmental Policy Act and Illinois Public Act 96-1416, with the most stringent and demanding requirements controlling.

33. Certifications and Affidavits. Contractor shall furnish any affidavit or Certificate in connection with the work covered by this Agreement as required by law.

34. Miscellaneous.

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties to the subject matter hereof. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by Township and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. This Agreement is entered into solely for the benefit of the Parties, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party.

D. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, Paragraph headings shall be disregarded. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

F. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

G. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Paragraphs pertaining to Indemnity, shall survive the expiration of this Agreement.

H. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

I. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

HANOVER TOWNSHIP

By: Brian B. McGuire
Brian P. McGuire, Township Supervisor

Attest: Katy Dolan Baumer
Katy Dolan Baumer, Township Clerk

A LAMP CONCRETE CONTRACTORS, INC.

By: Adele Lampognant

Attest: Adele Lampognant



RESOLUTION 100218

**A RESOLUTION
TO APPROVE THE AWARD OF THE CONTRACT FOR
THE WALTERS-LENOCI RESERVE PATH PROJECT**

BE IT RESOLVED by the Supervisor and Board of Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the following total bid for the Walters-Lenoci Reserve Path Project, as more fully described in the bid proposal attached hereto as Exhibit "1" and expressly incorporated herein, is hereby approved, and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

A Lamp Concrete Contractors, Inc. (the "Contractor") for the Walters-Lenoci Reserve Path Project the sum of \$49,298.00.

SECTION TWO: That Walters-Lenoci Reserve Path Project Agreement, between Hanover Township and the Contractor for performance of the Project Work for the unit prices listed on the bid proposal (the "Agreement"), a copy of which is attached hereto as Exhibit "2" and expressly incorporated herein by this reference, is hereby approved.

SECTION THREE: The Supervisor and Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason,

the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE: Supervisor McGuire, and Trustees Benoit, Essick, Martinez, and Moinuddin

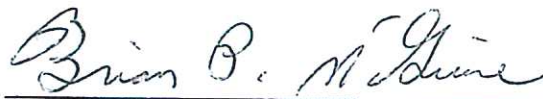
AYES: 5 *Supervisor McGuire and Trustees Benoit, Essick,*

NAYS: 0 *Martinez, and Moinuddin*

ABSENT: 0

PASSED: October 2, 2018

APPROVED: October 2, 2018



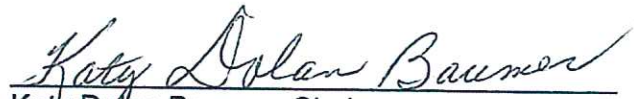
Brian P. McGuire, Supervisor

ATTEST:


Katy Dolan Baumer, Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 1002/B, enacted on October 2, 2018, and approved on October 2, 2018, as the same appears from the official records of the Hanover Township.


Katy Dolan Baumer, Clerk

18075



Illinois Department
of Transportation

Contract Bond

Route Walters-Lenocci Path
County Cook
Local Agency Hanover Township
Section _____

Bond No.1073049

We, A. Lamp Concrete Contractors, Inc.

1900 Wright Blvd, Schaumburg, IL 60193

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the State of IL,

as PRINCIPAL, and The Hanover Insurance Company

440 Lincoln Street, Worcester, MA 01653 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Fifty-four Thousand Two Hundred Twenty-seven And 80/100

_____ Dollars (\$54,227.80), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2018

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 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 J Smith Lanier Chattanooga Marsh & McLennan Agency, LLC 605 Chestnut St Suite 500 Chattanooga, TN 37450	CONTACT NAME: Tara Warnock PHONE (A/C, No, Ext): 615-898-1919 FAX (A/C, No): 866-597-2133 E-MAIL ADDRESS: twarock@jsmithlanier.com														
INSURED A Lamp Concrete Contractors Inc 1900 Wright Blvd Schaumburg, IL 60193-4587	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Compa</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee and Liabilit</td> <td>26247</td> </tr> <tr> <td>INSURER C : Zurich American Ins. Co. of IL</td> <td>27855</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Compa	16535	INSURER B : American Guarantee and Liabilit	26247	INSURER C : Zurich American Ins. Co. of IL	27855	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	GLO023200902	02/05/2018	02/05/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS ☒ Drive Oth Car	X	BAP023200702	02/05/2018	02/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0	X	AUC0442582	02/05/2018	02/05/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	WC023201002	02/05/2018	02/05/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: A Lamp Job #18075 - Hanover Township Walters - Lenoci Path Project

Hanover Township and 2IM Group, LLC and each of their respective officers, officials, directors, employees, volunteers, managers, servants, agents, parent companies, subsidiaries, affiliates, successors and assigns are included as additional insured when required by written contract but only with respects to the auto liability and general liability insurance and subject to the provisions and limitations of the policy.
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Hanover Township
 250 South IL Route 59
 Bartlett, IL 60103

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Waiver of subrogation applies to auto liability, general liability and workers compensation when required by written contract and subject to the provisions and limitations of the policy. Auto liability and general liability are written on a primary and non-contributory basis when required by written contract, subject to the provisions and limitations of the policy.

Resulting Damage To Your Work



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO023200902	2/05/2018	2/05/2019		49549781		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to Paragraph 1. **Insuring Agreement** of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Damages because of "property damage" include damages the insured becomes legally obligated to pay because of "property damage" to "your work" or caused by "your work" and shall be deemed to be caused by an "occurrence" regardless of whether the "property damage" arises from breach of contract.

However with regard to "property damage" to "your work" included within the "products-completed operations hazard", such "property damage" shall only be deemed to be caused by an "occurrence" if:

- (1) The "property damage" is caused by work performed on your behalf by a subcontractor(s); or
- (2) The damaged work was performed on your behalf by a subcontractor(s).

All other terms and conditions of this policy remain unchanged.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO023200902	2/05/2018	2/05/2019		49549781		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: A Lamp Concrete Contractors, Inc.

Address (including ZIP Code): 1900 Wright Blvd.

Schaumburg, IL 60193-4587

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Contractors Liability Supplemental Coverages And Conditions



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO023200902	2/05/2018	2/05/2019		49549781		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet
(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion 2.g. **Aircraft, Auto Or Watercraft** under 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 the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
- (b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph 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 "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. The paragraph directly following Paragraph (6) in 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" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 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.

3. 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 one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph a. of the "insured contract" definition under the **Definitions** Section 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 "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. Paragraph (ii) under Paragraph 4.b.(1) of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions** is replaced by the following:

- (ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;

6. The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and

- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations

- 1. Section II – **Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:
 - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
 - b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

- 1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and
- (b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph d. and the second to last paragraph under Paragraph 2. of **Supplementary Payments – Coverages A and B** are replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph f. and f.(1) through f.(3) of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies a person or organization for "personal and advertising injury":
 - (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
 - (b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or
- (5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

H. Medical Payments – Increased Reporting Period

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- (1) Fail to disclose all hazards existing at the inception of this policy; or
- (2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section III – **Limits of Insurance**:

1. Subject to Paragraph 2. or 3. above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph 2. above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs 1. and 2. above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
 - a. The single highest Coverage Part or policy General Aggregate Limit; or
 - b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit,whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph 4. **Other Insurance** under Section IV – **Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs 1., 2., and 3. above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

N. Your Work Redefined

Paragraph a.(1) of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.

**ZURICH**

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO023200902	2/05/2018	2/05/2019		49549781	\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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

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

Endorsement

Effective Policy No. WC023201002

Endorsement No.

Insured

Premium \$

A Lamp Concrete Contractors, Inc.

Insurance Company

Countersigned by _____

Zurich American Insurance Company



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP023200702	2/05/2018	2/05/2019		49549781		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 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 actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

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

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

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

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

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.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.