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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION  
NO. 2024-R-053**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND STEVE SPIESS CONSTRUCTION FOR THE 179<sup>TH</sup> STREET WATERMAIN  
REPLACEMENT**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
KENNETH E. SHAW  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**RESOLUTION NO. 2024-R-053**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND STEVE SPIESS CONSTRUCTION FOR THE 179<sup>TH</sup> STREET WATERMAIN  
REPLACEMENT**

**WHEREAS,** the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Steve Spiess Construction, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 7th day of May, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

**NAYS:** None

**ABSENT:** None

**APPROVED** this 7<sup>th</sup> day of May, 2024, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

# **EXHIBIT 1**

## **CONTRACT WITH STEVE SPIESS CONSTRUCTION FOR THE 179TH STREET WATERMAIN REPLACEMENT**

STEVE

**SPIESS**

CONSTRUCTION, INC.

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10284 VANS DR. FRANKFORT, IL 60423 815-469-2333 FAX 815-469-2449 e-mail: bvmolen@spiessco.com

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May 22, 2024

Ms. Laura Godette  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

**RE: 179<sup>th</sup> Street Watermain Replacement  
Village of Tinley Park, IL**

Dear Ms. Godette:

Enclosed please find a copy of the Service Contract form for the referenced project that has been executed by Steve Spiess Construction. Attached to the Service Contract form please find a copy of our Certificate of Insurance for this project.

Please feel free to contact me if you have any questions or require additional information.

Very truly yours,

STEVE SPIESS CONSTRUCTION, INC.

Brian Vander Molen  
Project Manager

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Steve Spiess Construction** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Million Seventeen Thousand Six Hundred Thirty Four Dollars and 70/100 Cents (\$1,017,634.70)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

## CERTIFICATIONS BY CONTRACTOR

### Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

*For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors.* Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

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The undersigned Shawn Spiess, as Vice President and on behalf  
(Name) (Title)  
of Steve Spiess Construction, Inc. having been duly sworn under oath certifies that:  
(Contractor)

### Business Organization

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

☐ Sole Proprietor or Partnership ☐ LLC  
☒ Corporation ☐ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois, 10/14/1983

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Describe supporting documentation attached: State of Illinois Letter of Good Standing

Federal Employer I.D. #: 36-3262027

Social Security # (if an individual or sole proprietor): \_\_\_\_\_

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): Sales & Use Tax Return

Registered with Illinois Department of Employment Security: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): Employer Contribution and Wage Report

### **Tax liens or tax delinquencies**

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes ☐ No ☒

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

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### **EOE Compliance**

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes ☒ No ☐

### **Employee Classification**

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A ☐ Yes ☒ No ☐


### **Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: *N/A* ✓ Yes ☐ No ☐


License	Number	Date Issued	Current Expiration	Holder of License

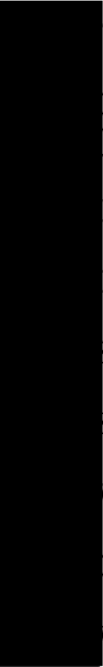
If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

**Documentation Attached** (Contractor must initial next to each item):

 Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

 Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

 Form C Additional Information (if required)

Certificate of Good Standing

or other evidence of compliance with laws pre-requisite to doing business in the state)

Illinois Department of Revenue registration

Illinois Department of Employment Security registration

Standards of Apprenticeship/Apprentice Agreements

Substance Abuse Prevention program (or applicable provision from CBA in effect)

Written Safety Policy Statement signed by company representative

OSHA cards evidencing 10-hour or greater safety program completed, if requested

Workers' Compensation Coverage

\_\_\_\_\_ Professional or Trade Licenses

### Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Submitted by (signature) Shawn Spiess

Vice President

Title

### Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Submitted by (signature) Shawn Spiess

Vice President

Title

### Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Submitted by (signature) Shawn Spiess

Vice President

Title

### **Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Submitted by (signature) Shawn Spiess

Vice President

Title

### **Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act**

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Submitted by (signature) Shawn Spiess

Vice President

Title

### **Certificate of Compliance with Prevailing Wage Requirements**

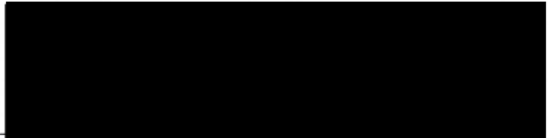
The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

 Submitted by (signature) Shawn Spiess

Vice President

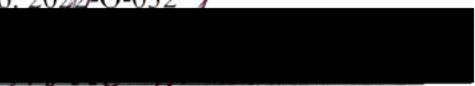
Title

### **Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance**

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2020-O-032.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

 Submitted by (signature) Shawn Spiess

Vice President

Title

*[Signature Page to Follow]*

**CONTRACTOR NAME** Steve Spiess Construction, Inc.

BY: 

May 17, 2024  
Date

Printed Name: Shawn Spiess

Title: Vice-President

**VILLAGE OF TINLEY PARK**

BY: 

May 7, 2024  
Date

Michael W. Glotz, Village President  
(required if Contract is \$20,000 or more)

ATTEST:



May 7, 2024  
Date

Village Clerk  
(required if Contract is \$20,000 or more)

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

## **Exhibit A**

### **SCOPE OF SERVICES**

This work consists of installing 8-inch diameter ductile iron water main, water valves, fire hydrants, storm sewer removal and replacement, sanitary sewer removal and replacement, water service replacement, pavement patching, curb and gutter removal and replacement, landscape restoration, and all incidental and collateral work necessary to complete the improvement as shown and described herein.

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

*(To be provided by Contractor prior to Award of Contract)*

**Form A**

Subcontractors, if any, who will Perform Work on this Project

[illegible]

**Form B**

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

[illegible]

# Employees

Steve Spiess Construction, Inc.

05-14-2024 Page 1  
System Date: 05-14-2024Employee   Name

County

Pay  
Group

FIELDSUP

FIELD - Laborer

FIELD - Operator

FIELD - Laborer Foreman

FIELD - Operator

FIELD - Operator

FIELD - Operator

FIELD - Laborer

FIELD - Laborer Foreman

FIELD - Laborer

FIELD - Laborer

FIELD - Laborer

FIELD - Laborer

FIELD - Laborer

FIELD - Laborer

FIELD - Laborer Foreman

FIELD - Laborer

FIELD - Operator



## Workers Compensation And Employers Liability Insurance

**Insured Name**

STEVE SPIESS CONSTRUCTION, INC.  
10284 VANS DR  
FRANKFORT, IL 60423-8546

**Producer Information**

HUB INTERNATIONAL MIDWEST LIMITED  
1411 OPUS PL STE 450  
DOWNERS GROVE, IL 60515-1423

**Policy Number**

WC 6 76045336

**Producer Processing Code**

010-024000

**Policy Period**

03/11/2024 to 03/11/2025

**CNA Branch**

ILLINOIS  
801 Warrenville Road  
Suite 700  
Lisle, IL 60532

Renewal

**Thank you for choosing CNA!**

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

**Claim Services**

The Workers Compensation Claim Kit will help you and your employees take full advantage of CNA's comprehensive services. We work with you, your employees and medical providers to promote workplace safety; control risks; facilitate early return to work when medically appropriate; prevent fraud; and assist you in recognizing your opportunities and responsibilities in managing Workers Compensation costs.

- To report a loss go to [www.cna.com/claim](http://www.cna.com/claim) or send an email to [lossreport@cnaasap.com](mailto:lossreport@cnaasap.com), or call 877-CNA-ASAP (877-262-2727)
- To find a network provider or for a PPO panel request, go to [www.cna.com/claim](http://www.cna.com/claim)
- To request loss runs send an email to [fsrmail@cnacentral.com](mailto:fsrmail@cnacentral.com)
- For additional questions call CNA Customer Service at (877)-574-0540, or contact your independent CNA Insurance Agent.

**Risk Control Services**

To learn more about our award winning Risk Control Services and how to improve your bottom line, please email us at [riskcontrolwebinfo@cna.com](mailto:riskcontrolwebinfo@cna.com), call (866) 262-0540 or visit [www.cna.com/riskcontrol](http://www.cna.com/riskcontrol) and [www.cna.com/returntowork](http://www.cna.com/returntowork).

**State Required Posting Notices**

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.

**Quality Assurance**

Questions pertaining to this transaction should be referred to CNA Customer Interaction Center at (877) 574-0540, Option 3. Please send endorsement requests to [ciet@cna.com](mailto:ciet@cna.com) or fax (877) 363-8669.



**Workers Compensation And Employers Liability Insurance**  
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# Workers Compensation And Employers Liability Insurance Information Page

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

### Policy Information

Coverage Provided By	Policy Number
Valley Forge Insurance Company a Stock Insurance Company 151 N Franklin St Chicago, IL 60606  <b>NCCI Carrier Code: 15032</b>	<b>Policy Number:</b> WC 6 76045336 <b>Renewal of:</b> WC 6 76045336

### Item 1 Named Insured and Mailing Address

STEVE SPIESS CONSTRUCTION, INC.  
10284 VANS DR  
FRANKFORT, IL 60423-8546

### Producer Information

HUB INTERNATIONAL MIDWEST LIMITED  
1411 OPUS PL STE 450  
DOWNERS GROVE, IL 60515-1423

**Type of Entity:** Corporation (Not Otherwise Classified) **Producer Processing Code:** 010-024000  
**FEIN Number:** 36-3262077  
**Intrastate ID No.:** 120674870

**If there are other Named Insureds:** See Name and Address Schedule attached.

**If there are other work places not shown above:** See Name and Address Schedule attached.

### Item 2 Policy Period

03/11/2024 to 03/11/2025 at 12:01 a.m. Standard Time at the **Named Insured's** mailing address shown above.

**Anniversary Rating Date:** NONE

### Item 3 A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here:

**States:** IL, IN

### Item 3 B. Employers Liability Insurance: Part Two of this policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily Injury by Accident</b>	\$1,000,000	each accident
<b>Bodily Injury by Disease</b>	\$1,000,000	policy limit
<b>Bodily Injury by Disease</b>	\$1,000,000	each employee

WC000001

Form No: P-33398-E (06-1987)  
Information Page; Page: 1 of 2  
Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 76045336  
Policy Effective Date: 03/11/2024  
Policy Page: 4 of 19

## Form C

### Additional Information Required

If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

Item I: List of at least last three (3) awarded projects on similar public construction projects.

[illegible]

## Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
Jacobs Field Unit 3 - 625 Sanitary, Storm and Watermain New Lenox, IL	Jacobs Field Unit II LLC	Ruettiger, Tonelli, & Associates, Inc. 129 Capista Drive Shorewood, IL 60404	04/14/2021	\$888,469.40	Mike Flaherty Flaherty Construction 9485 Bormet Drive Mokena, IL 60448 708-479-4475
Project Tarpon - 628 Bradley St, Amoco Rd, Exchange Blvd, Channahon, IL	Gallagher Asphalt	Jacob & Hefner Associates 1333 Butterfield Road, Site 300 Downers Grove, IL 60515	08/14/2021	\$637,879.15	Chris Gallagher Gallagher Asphalt 18100 S Indiana Avenue Thornton, IL 60476 800-536-7160
Watermain Improvements - 629 Greenwood & Hudson Romeoville, IL	Village of Romeoville	Greg Kamplain Robinson Engineering 10045 W Lincoln Hwy Frankfort, IL 60423 815-806-0300	05/22/2021	\$878,529.18	Greg Kamplain Robinson Engineering 10045 W Lincoln Hwy Frankfort, IL 60423 815-806-0300
Peotone Watermain Interconnect - 631 Peotone, IL	Aqua of Illinois	Robinson Engineering, Ltd. Bourbonnais, IL Office	04/10/2021	\$562,609.41	Steven Palinski Aqua Illinois 1000 S. Schuyler Avenue Kankakee, IL 60901 815-614-2047
Navy Town - 640 Sanitary Sewer Ottawa, IL	Heritage Harbor Ottawa Resort Development, LLC	Merit Corp 3697 Darlene Ct Aurora, IL 60504	07/31/2021	\$609,890.60	Dewey Wendt Heritage Harbor Ottawa Resort Develop. LLC 1851 Old Chicago Road Ottawa, IL 61350 815-431-1338
192nd Pl., 193rd St. Watermain - 644 Lansing, IL	Village of Lansing	Jeff Pintar Robinson Engineering 17000 South Park Ave South Holland, IL 60473	01/27/2022	\$250,665.20	William Gallagher Gallagher Asphalt 1800 S. Indiana Avenue Thornton, IL 60476-1299 708-799-9758
Public Works Southeast Corner Drainage & Utilities - 646 Romeoville, IL	Village of Romeoville	Joel Drabicky Robinson Engineering 10045 W Lincoln Hwy Frankfort, IL 60423 815-806-0300	09/28/2021	\$120,433.00	Chris Drey Village of Romeoville 1050 West Remo Road Romeoville, IL 60446 815-886-7203

Report Date: 5/14/2024

## Steve Spiess Construction, Inc.

### Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
Jacob's Field Unit IV - 639 Gougar Rd & Berens Dr, New Lenox; SAS, WM, STS, Services	Jacob's Field Unit II, LLC	Ruettiger, Tonelli & Associates, Inc 2174 Oneida Street Joliet, IL 60435 815-744-6600	04/01/2021	\$476,768.70	Mike Flaherty Flaherty Builders & Developers 9458 Boromet Drive Mokena, IL 60448 708-479-4497
Vetter Road - 642 Roadway Reconstruction & Realignment - Drainage	CenterPoint Joliet Terminal Railroad LLC	Cemcom 2280 White Oak Circle, Suite 100 Aurora, IL 60504	12/30/2021	\$1,102,975.12	K-Five Construction 999 Oakmont Plaza Drive, Ste 200 Westmont, IL 60559 630-257-5600
Leigh Creek Phase 2 - 643	Hartz Construction Company	Advantage Consulting Engineers 80 Main St., Suite 17 Lemont, IL 60439 630-520-2467	04/19/2022	\$707,048.10	Hartz Construction Company 6026 Heritage Parkway Woodridge, IL 60517-4993
Central Properties - 645	Bike Road L.L.C.	Advantage Consulting Engineers 80 Main St., Suite 17 Lemont, IL 60439 630-520-2467	12/14/2022	\$595,534.15	Bike Road 15061 Acorn Lane Homer Glen, IL 60491
Mohawk Terrace, Bensenville - 647 Underground Utilities	ML Reality	Kimbley Horn 4201 Winfield Rd, Ste 600 Warrenville, IL 60555 630-487-5550	02/28/2023	\$4,444,003.58	Curran Contracting 18 Stone Hill Road Oswego, IL 60543
Haweswood Culvert at Haweswood & Steger Road #648	Village of Crete		01/06/2022	\$41,058.28	
Fairview WM Improvements, #649 6" - 16" watermain and appurtenances	City of Joliet	Baxter & Woodman	01/06/2022	\$2,045,070.51	
2022 Misc Projects, #651 Various			02/28/2023	\$61,056.25	

Completed Projects

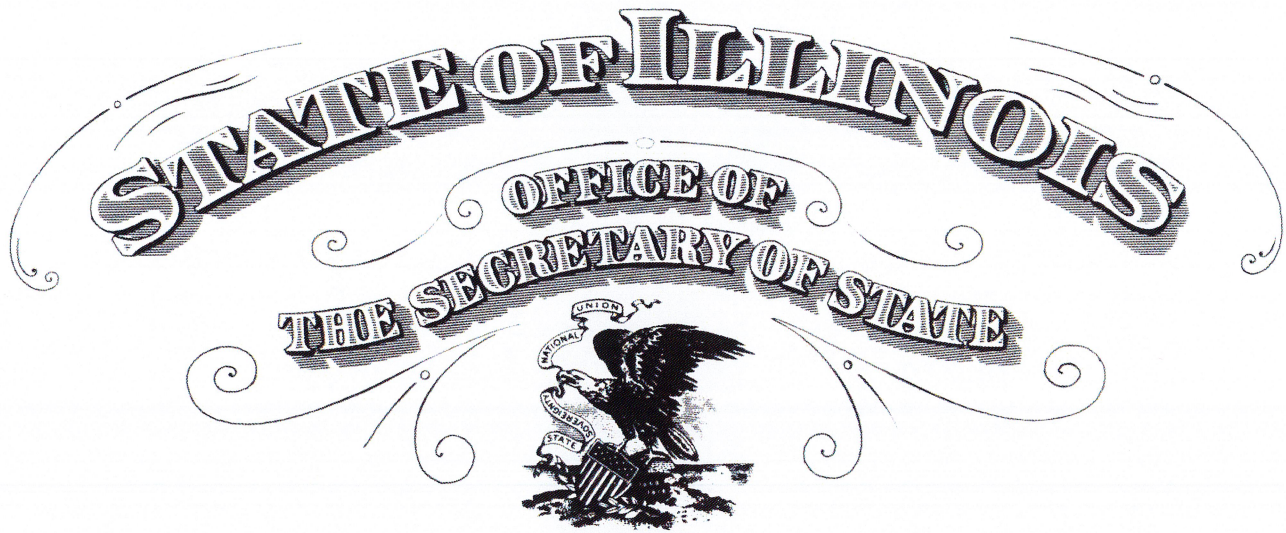
Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
2022 Frankfort Township Road District, #652 Various Projects	Frankfort Township Road District		02/28/2023	\$76,829.96	
2022 Misc Projects, #653	Village of Romeoville		12/21/2022	\$34,135.32	
Laraway Road Watermain Improvements, #655	City of Joliet	Baxter & Woodman	06/16/2023	\$1,606,259.83	
Renzo Excavating, #656	Nucor		08/30/2023	\$7,314.07	
Wellbuilt Sanitary, #657	Village of Crete		04/14/2022	\$32,060.00	
Channahon Trailer Lot, #665 Underground Utilities	MLPD Crossroads TL, LLC		09/08/2023	\$784,058.28	Abby Paving Co., Inc. 1949 County Line Road Aurora, IL 60502
Tree Management and Grading, #660	Tomas Gintila		06/21/2023	\$32,527.14	
Marble Landing #659	Hartz Construction		09/08/2023	\$675,047.36	
Sandburg High School #674	V3 Companies		07/20/2023	\$15,059.00	
Laraway Road WM Improvements #655	City of Joliet		05/10/2023	\$1,606,259.83	
Install 8' WM and inlets #667	Central Properties		05/03/2023	\$68,885.88	
Install storm Sewer, Central Ave, Matteson #672	Bike Road LLC		09/14/2023	\$121,605.10	
Sunset Estates #673	Meadowbrook Builders, LLC		10/11/2023	\$259,905.80	
Ford Plant excavating	Sonoma Underground		12/27/2023	\$46,306.50	

Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
Install 48" Culvert #681	Land & Lakes Co		11/29/2023	\$54,651.00	
Post 2 Meter and Vault #677	Village of Tinley Park		12/04/2023	\$74,317.60	
Mary Ellen Woods, Lemont, IL #683	JS Alberico Construction		12/12/2023	\$41,530.20	
Andover at Carillon #680	Foster Premier		11/08/2023	\$7,832.00	
Repair Lift Station #686	Village of Minooka		02/02/2024	\$21,241.94	
Schussler Park #675	V3 Companies		02/07/2024	\$338,181.57	
Various 2023 Projects #668			02/16/2024	\$64,924.86	
Old Town Phase Utilities #678	Village of Plainfield		02/28/2024	\$174,775.50	PT Ferro
2023 Culvert Replacement #679	Frankfort Township		04/22/2024	\$30,123.88	PT Ferro

File Number

5324-249-9



***To all to whom these Presents Shall Come, Greeting:***

*I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

STEVE SPIESS CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 14, 1983, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of AUGUST A.D. 2023 .***

Authentication #: 2322703828 verifiable until 08/15/2024

Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulis*

SECRETARY OF STATE

Confirmation Number: 1-633-085-744

Date Submitted: 05/03/2024

Date Printed: 05/03/2024



Illinois Department of Revenue

**ST-1 Sales and Use Tax and  
E911 Surcharge Return**

Legal Name: STEVE SPIESS CONST

DBA Name:

Account ID: 4122-6623

Filing Period: 04/01/2024 - 4/30/2024

Due Date: 05/20/2024

**Step 1: Alcoholic Liquor Purchases**

If you are not required to report your purchases, go to Step 2.

**Note:** Distributors will also report your total purchases to us.**A** Total dollar amount of alcoholic liquor purchased  
(invoiced and delivered) 0.00**Step 2: Taxable Receipts**

<b>1</b>	Total receipts (include tax.)	<b>1</b>	<u>0.00</u>
<b>2</b>	Deductions - <b>Include tax collected</b> (From Schedule A, Line 32.)	<b>2</b>	<u>0.00</u>
<b>3</b>	Taxable receipts (Subtract Line 2 from Line 1.)	<b>3</b>	<u>0.00</u>

**Step 3: Tax on Receipts**

Sales from locations within Illinois

General merchandise

**4a** 0.00 x 0 = **4b** 0.00

Food, drugs, and medical appliances

**5a** 0.00 x 0 = **5b** 0.00

Sales from locations outside Illinois

General merchandise

**6a** 0.00 x .0625 = **6b** 0.00

Food, drugs, and medical appliances

**7a** 0.00 x .01 = **7b** 0.00

Sales at prior rates

Receipts taxed at other rates

**8a** 0.00 x (rate) = **8b** 0.00**9** Tax due on receipts  
(Add Lines 4b, 5b, 6b, 7b, and 8b.) **9** 0.00**Step 4: Retailer's Discount and Net Tax on Receipts**

<b>10</b>	Retailer's discount. If qualified, multiply Line 9 by the applicable rate.	<b>10</b>	<u>0.00</u>
<b>11</b>	Net tax due on receipts (Subtract Line 10 from Line 9.)	<b>11</b>	<u>0.00</u>

**Step 5: Tax on Purchases**

General merchandise

**12a** 0.00 x .0625 = **12b** 0.00

Food, drugs, and medical appliances

**13a** 0.00 x .01 = **13b** 0.00

Purchases at other rates

**14a** 0.00 **14b** 0.00**15** Tax due on purchases  
(Add Lines 12b, 13b, and 14b.) **15** 0.00**Step 6: Net Tax Due****16** Tax due from receipts and purchases  
(Add Lines 11 and 15.) **16** 0.00**16a** Manufacturer's Purchase Credit **16a** 0.00**17** Prepaid sales tax **17** 0.00**18** Quarter-monthly (accelerated)  
payments **18** 0.00**19** Total prepayments  
(Add Lines 16a, 17, and 18.) **19** 0.00**20** Net tax due  
(Subtract Line 19 from Line 16.) **20** 0.00**Step 7: Payment Due****21** E911 Surcharge and ITAC Assessment  
(From Schedule B, Line 10.) **21** 0.00**22** Excess tax, surcharge, and  
assessment collected **22** 0.00**23** Total tax, surcharge, and  
assessment due (Add Lines  
20, 21, and 22.) **23** 0.00**24** Credit amount **24** 0.00**25** Payment due  
(Subtract Line 24 from Line 23.) **25** 0.00

**Schedule A—Deductions****Section 1: Taxes and miscellaneous deductions - If no Section 1 deductions, go to Section 2.**

1	Taxes collected on general merchandise sales and service	1	0.00
2	Taxes collected on food, drugs, and medical appliances sales and service	2	0.00
3	E911 Surcharge and ITAC Assessment collected	3	0.00
4	Resale	4	0.00
5	Interstate commerce	5	0.00
6	Manufacturing machinery and equipment (MM&E) - Do <u>not</u> include deduction for graphic arts.	6	0.00
7	Farm machinery and equipment	7	0.00
8	Graphic arts machinery and equipment - Do <u>not</u> combine with deduction for MM&E on Line 6.	8	0.00
9	Supplemental Nutrition Assistance Program (SNAP - formerly called food stamps)	9	0.00
10	Enterprise zone		
a	Sales of building materials	10a	0.00
b	Sales of items other than building materials	10b	0.00
11	High impact business		
a	Sales of building materials	11a	0.00
b	Sales of items other than building materials	11b	0.00
12	River edge redevelopment zone building materials	12	0.00
13	Exempt organizations	13	0.00
14	Uncollectible debt on which tax was previously paid	14	0.00
15	Sales of service - Identify here: _____	15	0.00
16	Other - Identify: _____	16	0.00
17	Total Section 1 deductions. Add Lines 1 through 16.	17	0.00

**Section 2: Motor fuel deductions - If no Section 2 deductions, go to Section 3.**

<b>State motor fuel tax</b>		<b>Number of gallons/DGEs/GGEs</b>		<b>Rate</b>			
18	Gasoline	18a	0.00	x	45.4¢	=	18b 0.00
19	Gasohol, mid-range ethanol blends, and majority blended ethanol	19a	0.00	x	45.4¢	=	19b 0.00
20	Diesel (including biodiesel and biodiesel blends)	20a	0.00	x	52.9¢	=	20b 0.00
21	Dieselhol and other fuels at diesel rate	21a	0.00	x	52.9¢	=	21b 0.00
22	Liquefied natural gas and liquefied petroleum gas	22a	0.00	x	52.9¢	=	22b 0.00
23	Compressed natural gas and other fuels at gasoline rate	23a	0.00	x	45.4¢	=	23b 0.00
<b>Specific fuels sales tax exemption</b>		<b>Receipts</b>		<b>Percentage</b>			
24	Biodiesel blend (no less than 1% but no more than 10% biodiesel)	24a	0.00	x	20% (.20)	=	24b 0.00
25	Diesel fuel >10% bio/renewable diesel	25a	0.00	x	100% (1.00)	=	25b 0.00
26	100 percent biodiesel or renewable diesel	26a	0.00	x	100% (1.00)	=	26b 0.00
27	Gasohol (E15, not E10)	27a	0.00	x	10% (.20)	=	27b 0.00
28	Mid-range ethanol blends	28a	0.00	x	20% (.20)	=	28b 0.00
29	Majority blended ethanol fuel	29a	0.00	x	100% (1.00)	=	29b 0.00
30	Other motor fuel deductions						30 0.00
31	Total Section 2 deductions. Add Lines 18b through 30.						31 0.00

**Section 3: Total deductions**

32	Add Lines 17 and 31. Enter this amount on Step 2, Line 2 on the front page of this return.	32	0.00
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**Schedule B—E911 Surcharge and ITAC Assessment****Receipts from retail transactions of prepaid wireless telecommunications service**

1	Enter receipts subject to E911 Surcharge and ITAC Assessment.	1	0.00
<b>Figure your breakdown of retail transactions for Chicago locations</b>			
2	For Chicago locations	2a 0.00	x 0.0307
3	For Chicago locations at prior rates	3a 0.00	
4	Total for Chicago locations. Add Lines 2b and 3b.	4	0.00
<b>Figure your breakdown of retail transactions for non-Chicago locations</b>			
5	For non-Chicago locations	5a 0.00	x 0.0307
6	For non-Chicago locations at prior rates	6a 0.00	
7	Total for non-Chicago locations. Add Lines 5b and 6b.	7	0.00
<b>Figure your net E911 Surcharge and ITAC Assessment</b>			
8	Total E911 Surcharge and ITAC Assessment. Add Lines 4 and 7.	8	0.00
9	Discount - If you qualify, multiply Line 8 by the applicable rate.	9	0.00
10	Subtract Line 9 from Line 8. Enter this amount on Step 7, Line 21 on the front page of this return.	10	0.00

EMPLOYER'S CONTRIBUTION AND WAGE REPORT

This report & payment can be mailed to: IDES, PO Box 19300, Springfield, IL 62794-9300  
STATE OF ILLINOIS Department of Employment Security  
FORM UI-340 Rev. 2/2024

Name STEVE SPIESS CONSTRUCTION, INC.

Address 10284 VANS DRIVE

City, State Zip FRANKFORT IL 60423

1050329 - 2  
ILLINOIS ACCOUNT NUMBER YR / QTR

03-31-2024  
PERIOD ENDING

2024/1  
YR / QTR

PERIOD ENDING  
INTEREST DUE  
AFTER ABOVE DATE

03-31-2024  
PERIOD ENDING

2024/1  
YR / QTR

03-31-2024  
PERIOD ENDING

2024/1  
YR / QTR

03-31-2024  
PERIOD ENDING

Your Federal Employer Identification Number (If not shown or if incorrect enter correct number) 363262027

CHANGE IN STATUS If a change has occurred in the status of your business, complete form UI-50A.

1. ENTER THE TOTAL NUMBER OF COVERED WORKERS (full and part time) who performed services during or received pay for the payroll period including the 12th of each month of the quarter. If none, enter "0".

1ST MONTH 10 2ND MONTH 20 3RD MONTH 21

2. TOTAL WAGES PAID for covered employment (If no wages were paid, see instructions)

3. LESS: Wages in excess of \$13,590 per covered worker per calendar year.

4. TAXABLE WAGES (line 2 minus line 3)

If the quarter's TOTAL WAGES (Line 2) are less than \$50,000, calculate at the lesser of your rate as shown on your "Annual Contribution Rate Determination" or 3.4%.

5B. CONTRIBUTION DUE - Multiply line 4 by your rate. 8.650%

6A. Add: Interest at 2% (.02) per month for late payment

6B. Add: Penalty for late filing ( \$50.00 minimum )

6C. Add :Previous Underpayment PLUS interest

6D. Deduct: Previous Overpayment

7. TOTAL PAYMENT DUE  
MAKE CHECK PAYABLE TO:  
"ILLINOIS DIRECTOR OF EMPLOYMENT SECURITY"  
(If Less than \$2.00 - Send Report Only)

I hereby certify that the information contained in this report and in all accompanying schedules is true and correct to the best of my knowledge and belief, and that no part of the contribution report was or is to be deducted from workers' wages.

Signed .....  
Title OFFICE MANAGER  
Telephone (AREA CODE 815 ) 469-2333  
Date 03/28/24  
Contact Name KRISTIN JACKSON  
Contact Email Address KJACKSON@SPIESSCO.COM

This agency is requesting both disclosure of information and payment of contributions that are necessary to accomplish the statutory purpose as outlined under 820 ILCS 405/100-3200.  
Disclosure of information and payment of contributions are REQUIRED. Failure to provide information or pay contributions may result in this form not being processed and may result in statutorily prescribed sanctions, including penalties and/or interest.

Employers that have less than 25 employees have the option of using this form. If the employer has 25 or more employees, the employer must file electronically.  
Page No. 1 of 2 Pages  
Do NOT include wage corrections for a prior quarter in this report.

8. Worker's Social Security Number (Enter all nine numbers, without hyphens)	9. NAME OF WORKER (First, initial, then last) (Type or Print)	10. TOTAL Wages Paid (Include wages in excess of \$13,590)
000 00 0000	(last)	Enter Dollars & Cents
05 00 0000	JARED BUTCHER	2 01
3 00 0000	RONALD DEGRAAF	1 91
5 00 0000	JACOB FRASER	4 41
2 00 0000	JOHN GLADYSZ	4 41
3 00 0000	KRISTIN JACKSON	1 16
2 00 0000	SALVADOR MARTINEZ	1 86
2 00 0000	JASON R MASSAT	1 12
3 00 0000	WILLIAM D MCGRATH	1 31
3 00 0000	WAYNE MCKELLER	1 31
4 00 0000	THOMAS L MULLADY	1 31
2 00 0000	STEPHEN A OLHA	1 31
3 00 0000	ANDY QUIGLEY	2 11
2 00 0000	MATTHEW QUIGLEY	2 11
3 00 0000	GARY F RUDA, JR	1 41
3 00 0000	JAMES SMITHSON	1 41
2 00 0000	SHAWN SPIESS	1 41
1 00 0000	STEVE SPIESS	1 11
3 00 0000	STEVE TOEPPER	4 11
3 00 0000	TIM TOEPPER	3 21
11. TOTAL WAGES		\$ 24 21

ENTER  
UI  
RATE  
8.650

IL 427-0018

This field will not print but is required for eFiling.  
04/30/2024  
DUE DATE

Fax: 217-557-1948

UI-40A (Rev.8/17)

# Steve Spiess Construction, Inc.

## 6-1 DRUG FREE WORKPLACE POLICY

**PURPOSE:** To provide guidance to management employees in the operation of the Steve Spiess Construction, Inc. Drug Free Workplace program.

**APPLICATION:** This policy shall apply to all employees whom management at Steve Spiess Construction, Inc. specifies in a non-discriminatory manner to assure a drug free workplace.

**ADMINISTRATION:** When applicable or when required, drug testing may be required. Steve Spiess Construction, Inc. shall retain a certified lab to conduct and evaluate all drug testing associated with this program. Currently, area agreements with Carpenters (Article XXXII), Cement Masons 502 (Section 22), Cement Masons 803 (Section 19), Cement Masons 362 (Article 21), Operators Local 150 and Teamsters (Addendum 1) contain a version of the CISCO Uniform Drug/Alcohol Abuse Program. (See Appendix 6 A for CISCO's suggested policy.) Generally speaking, drug testing is permitted under the following conditions:

1. Pre-employment.
2. When a supervisor has reasonable cause to believe the employee has reported for work under the influence or has been under the influence while on the job.
3. When an employee is involved in a workplace accident and drugs or alcohol are suspected as a cause.

Since each area agreement is different, check individual area agreement when developing a policy for craft employees. The basic provisions of each agreement are outlined in the table below.

**TRAINING:** All employees covered by the program shall be provided one hour of training each year.

REASON:	Laborers	Operator	Carpenter	Teamster	Masons-502	Masons-803	Masons-362
Pre-employment	YES	YES	NO	YES	NO	NO	NO
For Cause	YES	YES	YES	YES	YES	YES	YES
After an Accident	YES	YES	YES	YES	YES	YES	YES
Randomly	No	NO	NO	YES	NO	NO	NO



## **SAFETY POLICY STATEMENT**

The safety and health of our employees is this company's most important business consideration. No employee will be required to do a job that they consider unsafe. The company will comply with all applicable OSHA workplace safety and health requirements and maintain occupational safety and health standards that equal or exceed the best practices in the industry.

The safety committee includes employer and employee representatives who are responsible for identifying hazards and unsafe work practices, removing obstacles to accident prevention, and helping evaluate the company's effort to achieve an accident-and-injury-free workplace.

### **The company pledges to do the following:**

- Strive to achieve the goal of zero accidents and injuries.
- Provide mechanical and physical safeguards wherever they are necessary.
- Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OSHA safety and health requirements.
- Train all employees in safe work practices and procedures.
- Provide employees with necessary personal protective equipment and train them to use and care for it properly.
- Enforce company safety and health rules and require employees to follow the rules as a condition of employment.
- Investigate accidents to determine the cause and prevent similar accidents.

### **Managers, supervisors, and all other employees share responsibility for a safe and healthful workplace.**

- Management is accountable for preventing workplace injuries and illnesses. Management will consider all employee suggestions for achieving a safer, healthier workplace. Management also will keep informed about workplace safety-and-health hazards and regularly review the company's safety and health program.
- Supervisors are responsible for supervising and training workers in safe work practices.
- Supervisors must enforce company rules and ensure that employees follow safe practices during their work.
- Employees are expected to participate in safety and health program activities including, immediately reporting hazards, unsafe work practices, and accidents to supervisors or a safety committee representative, wearing required personal protective equipment, and participating in and supporting safety committee activities.

Shawn Spiess – Vice President

Date: May 15, 2024

Item II:

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty



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10284 Vans Drive

Frankfort, IL 60423

815-469-2333

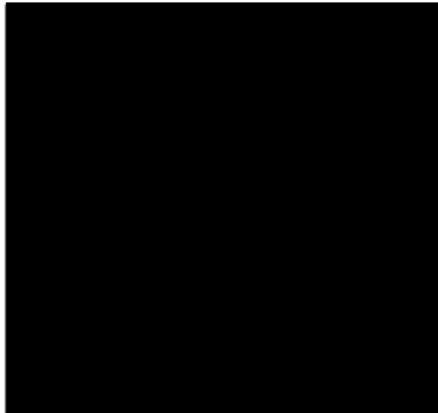
FAX 815-469-2449

Website: [www.spiessco.com](http://www.spiessco.com)

May 15, 2024

RE: OSHA 10-HOUR SAFETY TRAINING

EMPLOYEES

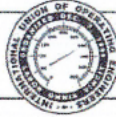


# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

May 14, 2024

Steve Spiess Excavating  
10284 Vans Dr  
Frankfort, IL 60423

Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

Dear Sir or Madam:

At the request of Steve Spiess Excavating, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Steve Spiess Excavating, is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO

Dist. 1, Joliet Office



Maribel Hernandez

Enclosures: Certificates

# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund  
Wilmington, Illinois  
For the Trade — Operating Engineer

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



December 31, 1978  
Date Revised June 23, 2011

Registration No. IL008780173

[Redacted Signature]

Secretary of Labor

[Redacted Signature]

Administrator, Office of Apprenticeship

# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund*

*Wilmington, Illinois*

*For the Trade — Operating Engineer (Heavy Equipment Technician)*

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

*May 5, 2002*

*Date Revised June 21, 2011*

*Registration No.*

*IL012020003*



*Secretary of Labor*



*Administrator, Office of Apprenticeship*

May 14, 2024

Steven Spiess Construction, Inc.

10284 Vans Drive  
Frankfort, IL 60423

To Whom It May Concern:

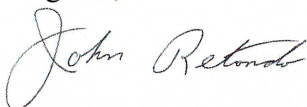
Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Steven Spiess Construction, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprenticeship Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2023: 190  
2022: 125  
2021: 86  
2020: 94  
2019: 77

Regards,



John Retondo  
Director of Apprenticeship

**Labor Trustees**

James P. Connolly, *Chairman*  
Michael Bivins  
Shawn Fitzgerald  
Martin Flanagan  
Joseph V. Healy  
Lloyd "Curly" Vaughn

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**Chicago**

5700 West Homer St.  
Chicago, IL 60639

**Carol Stream**  
1200 Old Gary Avenue  
Carol Stream, IL 60188

# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

April 12, 1999

Date

IL017990001

Registration No.



Administrator, Office of Apprenticeship



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2024

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

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

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> CSU Construction <b>PHONE (A/C, No, Ext):</b> 630-468-5600 <b>E-MAIL ADDRESS:</b> CSUConstruction@hubinternational.com <b>FAX (A/C, No):</b> 630-468-5696												
<b>INSURED</b> Steve Spiess Construction Inc 10284 Vans Drive Frankfort IL 60423	<b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td><b>INSURER A:</b> Travelers Property Casualty Company of America</td><td><b>NAIC #</b> 25674</td></tr><tr><td><b>INSURER B:</b> Colony Specialty Insurance Company</td><td>36927</td></tr><tr><td><b>INSURER C:</b> Valley Forge Insurance Company</td><td>20508</td></tr><tr><td><b>INSURER D:</b> Transportation Insurance Company</td><td>20494</td></tr><tr><td><b>INSURER E:</b> Evanston Insurance Company</td><td>35378</td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER A:</b> Travelers Property Casualty Company of America	<b>NAIC #</b> 25674	<b>INSURER B:</b> Colony Specialty Insurance Company	36927	<b>INSURER C:</b> Valley Forge Insurance Company	20508	<b>INSURER D:</b> Transportation Insurance Company	20494	<b>INSURER E:</b> Evanston Insurance Company	35378	<b>INSURER F:</b>	
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<b>INSURER F:</b>													

**COVERAGES****CERTIFICATE NUMBER:** 865433123**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6076045319	3/11/2024	3/11/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6076045322	3/11/2024	3/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-2T004911	3/11/2024	3/11/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6076045336	3/11/2024	3/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B E	Leased/Rented Equipment Motor Truck Cargo Contractors Pollution Liability			IM255310-3 IM255310-3 CPLMOL122493	3/11/2024 3/11/2024 3/11/2024	3/11/2025 3/11/2025 3/11/2025	Limit/Deductible: \$475,000/\$1,000 Limit: \$100,000 Each Poll Cond/Aggr \$3,357,117

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

RE: 179th Street Watermain Replacement

Village of Tinley Park and its officers, agents and employees, the Illinois Department of Transportation (IDOT) and its officers, agents and employees, and Christopher B. Burke Engineering, Ltd. and its officers, agents and employees are included as additional insureds under General Liability and Auto Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions. Waiver of Subrogation in favor of the additional insured applies under Workers Compensation when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form. 30 Day Notice of Cancellation applies in accordance to policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park IL 60477

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

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT  
- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a.** \$60 per day, in lieu of \$20; subject to
- b.** \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
  - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or

- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
  - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

#### **IV. BUSINESS AUTO CONDITIONS**

##### **A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

##### **B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

##### **C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

##### **D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

##### **E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

#### **V. DEFINITIONS**

**Section V. Paragraph C.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: STEVE SPIESS CONSTRUCTION, INC.

Policy No: 6076045319

Endorsement No: 4

Effective Date:



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

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

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

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

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

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

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

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

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

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

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

- A.** is currently in effect or becomes effective during the term of this policy; and
- B.** was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: STEVE SPIESS CONSTRUCTION, INC.

Policy No: 6076045319

Endorsement No: 4

Effective Date:



## Contractors' General Liability Extension Endorsement

(6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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

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

### 23. SUPPLEMENTARY PAYMENTS

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

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

### 24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

### 25. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

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

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

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

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

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



Workers Compensation And Employers Liability Insurance  
Policy Endorsement

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

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

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

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6076045336

Policy Effective Date:

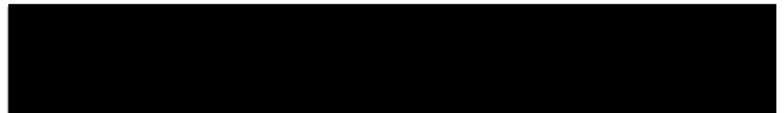
Policy Page: 28 of 43

STATE OF ILLINOIS       )  
COUNTY OF COOK       )       SS  
COUNTY OF WILL       )

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-053, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION FOR THE 179<sup>TH</sup> STREET WATERMAIN REPLACEMENT**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 7, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of May, 2024.

A solid black rectangular box used to redact the signature of the Village Clerk.

VILLAGE CLERK