

AUTHORIZING THE AWARD OF A CONSTRUCTION SERVICES CONTRACT TO WILLIAM CHARLES CONSTRUCTION IN THE AMOUNT OF \$994,772.30 FOR AFTON ROAD CONSTRUCTION, WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO A COMBINED PROJECT TOTAL NOT TO EXCEED \$1,094,000.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City maintains and improves public street networks; and

WHEREAS, the City's corporate authorities find that it is in the best interest of the public welfare to improve the streets, including the construction of a new rural connecting route between Gurler Road and Keslinger Road to replace a vacated portion of Crego Road; and

WHEREAS, the City publicly opened bids on July 8, 2021 with the lowest responsive and responsible bidder as William Charles Construction (the "Contractor").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve, authorize, direct, and ratify the City Manager to enter into an agreement with Contractor in a form acceptable to him for the Afton Road Construction project in an amount of \$994,772.30 with staff authority to approve change orders up to a combined project total of \$1,094,000.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 9th day of August 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

Afton Road DeKalb IL - Recommendation of Award

Mark Painter <mark.painter@civilideas.com>

Wed 7/14/2021 11:17 AM

To: Gill, Zachary <Zachary.Gill@CITYOFDEKALB.com>

Cc: Kevin Bunge <kevin.bunge@civilideas.com>; John Blumberg <john.blumberg@civilideas.com>

 2 attachments (222 KB)

Afton Rd BID TAB.pdf; Afton Rd OPC.pdf;

[**NOTICE:** This message originated outside of the City Of DeKalb mail system -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Zach,

We have reviewed the bid packages submitted at the July 8, 2021 bid opening for the above referenced project.

The bids from the two low bidders are complete and responsive.

The bids came in as follows:

William Charles Construction Company LLC	\$994,772.30
Fischer Excavating Inc.	\$1,043,406.20
Elliot & Wood, Inc.	\$1,094,796.10
Curran Contracting Company	\$1,161,803.84

A bid tab including unit prices is attached for your use and information.

The engineer's cost estimate was \$1,188,415.00 and is attached.

We recommend that the City award the contract to the low bidder William Charles Construction Company LLC for the amount indicated.

If you have any questions, please let us know.

Sincerely,

Mark Painter, P.E.
Senior Project Manager



Civil Engineering & Surveying



700 West Locust Street
Belvidere, Illinois 61008
Phone: (815) 547-8435
Fax: (815) 544-0421
Kevin.Bunge@Civildideas.com

AFTON ROAD
BID TAB
JULY 8, 2021

						William Charles Construction Company, LLC		Fischer Excavating, Inc.		Elliott & Wood, Inc.		Curran Contracting Company	
Item No.	Items	Unit	Quantity	Unit Price	Engineers Total cost	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	EARTH EXCAVATION	CU YD	2000	\$10.00	\$20,000.00	\$ 18.00	\$ 36,000.00	\$ 16.90	\$ 33,800.00	\$ 8.00	\$ 16,000.00	\$ 10.00	\$ 20,000.00
2	REM & DISP UNS MATL	CU YD	1250	\$25.00	\$31,250.00	\$ 6.50	\$ 8,125.00	\$ 21.40	\$ 26,750.00	\$ 24.00	\$ 30,000.00	\$ 15.00	\$ 18,750.00
3	FURNISHED EXCAVATION	CU YD	7625	\$15.00	\$114,375.00	\$ 0.01	\$ 76.25	\$ 20.60	\$ 157,075.00	\$ 22.00	\$ 167,750.00	\$ 3.50	\$ 26,687.50
4	POROUS GRAN EMBANK SUBGRADE	CU YD	2300	\$35.00	\$80,500.00	\$ 32.30	\$ 74,290.00	\$ 39.30	\$ 90,390.00	\$ 32.00	\$ 73,600.00	\$ 30.00	\$ 69,000.00
5	POROUS GRAN EMBANK	CU YD	40	\$50.00	\$2,000.00	\$ 37.60	\$ 1,504.00	\$ 39.30	\$ 1,572.00	\$ 32.00	\$ 1,280.00	\$ 100.00	\$ 4,000.00
6	TOPSOIL PLACEMENT FROM STOCKPILE	CU YD	4680	\$10.00	\$46,800.00	\$ 8.25	\$ 38,610.00	\$ 7.80	\$ 36,504.00	\$ 15.00	\$ 70,200.00	\$ 8.00	\$ 37,440.00
7	TOPSOIL EXC TO STOCKPILE	CU YD	12800	\$10.00	\$128,000.00	\$ 6.55	\$ 83,840.00	\$ 2.90	\$ 37,120.00	\$ 8.00	\$ 102,400.00	\$ 17.50	\$ 224,000.00
8	SEEDING CL 1A	ACRE	3.93	\$5,000.00	\$19,650.00	\$ 4,000.00	\$ 15,720.00	\$ 2,500.00	\$ 9,825.00	\$ 3,100.00	\$ 12,183.00	\$ 3,559.00	\$ 13,986.87
9	NITROGEN FERT NUTR	POUND	360	\$3.00	\$1,080.00	\$ 3.20	\$ 1,152.00	\$ 3.00	\$ 1,080.00	\$ 3.00	\$ 1,080.00	\$ 3.00	\$ 1,080.00
10	PHOSPHOROUS FERT NUTR	POUND	360	\$3.00	\$1,080.00	\$ 3.20	\$ 1,152.00	\$ 3.00	\$ 1,080.00	\$ 3.00	\$ 1,080.00	\$ 3.00	\$ 1,080.00
11	POTASUIM FERT NUTR	POUND	360	\$3.00	\$1,080.00	\$ 3.20	\$ 1,152.00	\$ 3.00	\$ 1,080.00	\$ 3.00	\$ 1,080.00	\$ 3.00	\$ 1,080.00
12	EROSION CONTROL BLANKET	SQ YD	19010	\$3.00	\$57,030.00	\$ 0.95	\$ 18,059.50	\$ 0.90	\$ 17,109.00	\$ 1.05	\$ 19,960.50	\$ 1.10	\$ 20,911.00
13	TURF REINFORCEMENT MAT	SQ YD	680	\$6.00	\$4,080.00	\$ 6.90	\$ 4,692.00	\$ 6.50	\$ 4,420.00	\$ 6.90	\$ 4,692.00	\$ 4.07	\$ 2,767.60
14	PERIMETER EROS BARRIER	FOOT	6300	\$1.50	\$9,450.00	\$ 2.65	\$ 16,695.00	\$ 2.50	\$ 15,750.00	\$ 1.95	\$ 12,285.00	\$ 3.00	\$ 18,900.00
15	INLET & PIPE PROTECTION	EACH	8	\$150.00	\$1,200.00	\$ 200.00	\$ 1,600.00	\$ 200.00	\$ 1,600.00	\$ 190.00	\$ 1,520.00	\$ 109.00	\$ 872.00
16	TEMPORARY DITCH CHECKS	FOOT	200	\$5.00	\$1,000.00	\$ 8.00	\$ 1,600.00	\$ 8.00	\$ 1,600.00	\$ 17.00	\$ 3,400.00	\$ 5.20	\$ 1,040.00
17	STAB CONSTR ENTRANCE	EACH	2	\$3,000.00	\$6,000.00	\$ 2,200.00	\$ 4,400.00	\$ 1,305.00	\$ 2,610.00	\$ 250.00	\$ 500.00	\$ 7,500.00	\$ 15,000.00
18	AGG BASE CSE B 11"	SQ YD	14130	\$14.00	\$197,820.00	\$ 14.75	\$ 208,417.50	\$ 14.50	\$ 204,885.00	\$ 12.50	\$ 176,625.00	\$ 19.00	\$ 268,470.00
19	AGG BASE CSE B 5"	SQ YD	3526	\$8.00	\$28,208.00	\$ 9.50	\$ 33,497.00	\$ 7.40	\$ 26,092.40	\$ 7.00	\$ 24,682.00	\$ 5.20	\$ 18,335.20
20	HMA BC IL-9.5 N50	TON	2100	\$72.00	\$151,200.00	\$ 66.55	\$ 139,755.00	\$ 61.25	\$ 128,625.00	\$ 61.25	\$ 128,625.00	\$ 61.25	\$ 128,625.00
21	HMA SC IL-9.5 D N50	TON	2100	\$72.00	\$151,200.00	\$ 72.15	\$ 151,515.00	\$ 61.25	\$ 128,625.00	\$ 61.25	\$ 128,625.00	\$ 61.25	\$ 128,625.00
22	BIT MATLS TACK CT	POUND	15890	\$1.00	\$15,890.00	\$ 0.01	\$ 158.90	\$ 0.01	\$ 158.90	\$ 0.01	\$ 158.90	\$ 0.01	\$ 158.90
23	AGGREGATE SHLDS TYPE B 9"	SQ YD	2365	\$10.00	\$23,650.00	\$ 10.00	\$ 23,650.00	\$ 12.65	\$ 29,917.25	\$ 11.00	\$ 26,015.00	\$ 12.00	\$ 28,380.00
24	PIPE CULVERT REMOV	FOOT	59	\$17.00	\$1,003.00	\$ 24.50	\$ 1,445.50	\$ 7.00	\$ 413.00	\$ 8.00	\$ 472.00	\$ 10.78	\$ 636.02
25	PCBC 2'X4'	FOOT	47	\$350.00	\$16,450.00	\$ 500.00	\$ 23,500.00	\$ 359.00	\$ 16,873.00	\$ 298.00	\$ 14,006.00	\$ 298.00	\$ 14,006.00
26	BOX CUL END SEC 2'X4'	EACH	2	\$2,000.00	\$4,000.00	\$ 4,350.00	\$ 8,700.00	\$ 2,600.00	\$ 5,200.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00
27	P CUL CLA 1 EQRS 24	FOOT	46	\$75.00	\$3,450.00	\$ 125.00	\$ 5,750.00	\$ 136.00	\$ 6,256.00	\$ 115.00	\$ 5,290.00	\$ 115.00	\$ 5,290.00
28	P CUL CLA 1 18	FOOT	171	\$60.00	\$10,260.00	\$ 75.00	\$ 12,825.00	\$ 57.00	\$ 9,747.00	\$ 55.00	\$ 9,405.00	\$ 55.00	\$ 9,405.00
29	P CUL CLA 1 15	FOOT	82	\$50.00	\$4,100.00	\$ 63.00	\$ 5,166.00	\$ 57.00	\$ 4,674.00	\$ 52.00	\$ 4,264.00	\$ 52.00	\$ 4,264.00
30	PRC FL END S EQ RS 24	EACH	2	\$1,500.00	\$3,000.00	\$ 1,400.00	\$ 2,800.00	\$ 960.00	\$ 1,920.00	\$ 1,600.00	\$ 3,200.00	\$ 1,600.00	\$ 3,200.00
31	PRC FLAR END SEC 18	EACH	6	\$850.00	\$5,100.00	\$ 1,050.00	\$ 6,300.00	\$ 760.00	\$ 4,560.00	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00
32	PRC FLAR END SEC 15	EACH	2	\$750.00	\$1,500.00	\$ 925.00	\$ 1,850.00	\$ 585.00	\$ 1,170.00	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00
33	TRAF CONT-PROT 701326	EACH	1	\$5,000.00	\$5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 29,000.00	\$ 29,000.00
34	SIGN PANEL - TYPE 1	SQ FT	25	\$50.00	\$1,250.00	\$ 80.00	\$ 2,000.00	\$ 24.00	\$ 600.00	\$ 80.00	\$ 2,000.00	\$ 25.00	\$ 625.00
35	POLYUREA PM T1 LN 4	FOOT	10567	\$1.00	\$10,567.00	\$ 1.35	\$ 14,265.45	\$ 1.35	\$ 14,265.45	\$ 1.34	\$ 14,159.78	\$ 1.25	\$ 13,208.75
36	POLYUREA PM T1 LN 24	FOOT	32	\$6.00	\$192.00	\$ 8.10	\$ 259.20	\$ 8.10	\$ 259.20	\$ 8.06	\$ 257.92	\$ 15.00	\$ 480.00
37	INFILTRATION TRENCH	LSUM	1	\$30,000.00	\$30,000.00	\$ 19,250.00	\$ 19,250.00	\$ 14,300.00	\$ 14,300.00	\$ 14,700.00	\$ 14,700.00	\$ 14,700.00	\$ 14,700.00
TOTAL BID AMOUNT						\$ 994,772.30		\$1,043,406.20		\$1,094,796.10		\$1,161,803.84	

NOTICE OF AWARD

Dated 8/9/2021

TO: William Charles Construction
(BIDDER)

ADDRESS: P.O. Box 2071 Loves Park, IL

CONTRACT/PROJECT AFTON ROAD
(Insert name of Contract as it appears in Bidding Documents)

You are notified that your Bid dated July 8th, 2021 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded the Contract.

Contract Price of your Contract is \$994,772.30

2 copies of each of the proposed Contract documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions within fifteen (15) days of the date of this Notice of Award.

Deliver to the OWNER 2 fully executed counterparts of the Contract Documents.

Deliver with the executed Contract Documents the CONTRACTOR'S proof of insurance, if not previously provided.

(List other conditions precedent). Performance Bond

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully executed counterpart of the Contract Documents.

City of DeKalb
(OWNER)

By: 
(AUTHORIZED SIGNATURE)

City Manager (TITLE)



Contractor's Name

William Charles Construction Company, LLC

Contractor's Address

833 Featherstone Road

City

Rockford

State

IL

Zip Code

61107

STATE OF ILLINOIS

Local Public Agency

City of DeKalb

County

DeKalb

Section Number

N/A

Street Name/Road Name

Afton Road

Type of Funds

Local

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

[Signature]

9-1-21

Official Title

City Engineer

Department of Transportation

☐ Concurrence in approval of award

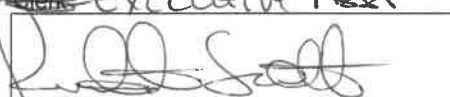
Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of DeKalb	Afton Road	DeKalb	N/A

1. THIS AGREEMENT, made and concluded the 2nd day of September 2021 between the City of DeKalb, known as the party of the first part, and William Charles Construction Company, its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section N/A in City of DeKalb, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ City _____ of DeKalb

~~Clerk~~ Executive Asst

 Date 9-2-21

(SEAL)



(SEAL)

Party of the First Part
 By: 
 Date 9-2-21

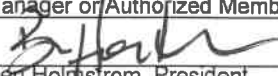
(If a Corporation)

Corporate Name

President, Party of the Second Part
 By: _____
 Date _____

(If a Limited Liability Corporation)

LLC Name
William Charles Construction Company, LLC

Manager or Authorized Member, Party of the Second Part
 By: 
 Ben Holmstrom, President
 (If a Partnership)

Partner

 Date _____

Partner

 Date _____

Partners doing Business under the firm name of
 Party of the Second Part

(If an individual)

Party of the Second Part

 Date _____

Attest: Assistant
 Secretary

 Date 8/31/2021

Aaron Stern

(SEAL)



**Illinois Department
of Transportation**

Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Afton Road	N/A

Bond information to be returned to Local Public Agency at 1216 Market Street , DeKalb, IL 60115

Complete Address

We, William Charles Construction Company, LLC, 833 Featherstone Road, Rockford, IL 61107

Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Nine Hundred Ninety-Four Thousand Seven Hundred Seventy-Two & 30/100

Dollars (\$994,772.30) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 30th day of August, 2021
Day Month and Year

PRINCIPAL

Company Name
William Charles Construction Company, LLC

By
Signature & Title Date
Ben Holmstrom 8/30/2021
Ben Holmstrom, President

Attest
Signature & Title Date
Aaron Stern 8/30/2021
Aaron Stern, Assistant Secretary

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

Company Name

By
Signature & Title Date

Attest
Signature & Title Date

STATE OF IL
COUNTY OF WINNEBAGO

I, Janice T. Ingham, a Notary Public in and for said county, do hereby certify that
Notary Name

Ben Holmstrom and Aaron Stern

Insert name of Individuals signing on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 2021
Day Month, Year



Notary Public Signature

Janice T. Ingham

Date commission expires 09/17/22

SURETY

Name of Surety

Argonaut Insurance Company

Title

By:

Wayne G. McVaugh, Attorney-in-Fact

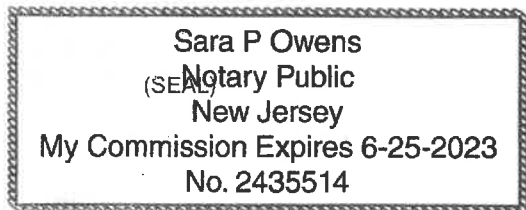
STATE OF NJ
COUNTY OF CAMDEN

I, Sara P Owens, a Notary Public in and for said county, do hereby certify that
Notary Name

Wayne G. McVaugh

Insert name of Individuals signing on behalf of SURETY
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 2021
Day Month, Year



Notary Public Signature

Sara P Owens

Date commission expires 06/25/23

Approved this 2nd day of September 2021
Day Month, Year

Attest:

Executive Asst

Local Public Agency Signature

Date

[Signature]

9-2-21

Awarding Authority

[Signature]

Awarding Authority Signature

Date

[Signature]

9-2-21

Clerk
Local Public Agency Type

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Elizabeth Marrero, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Joanne C. Wagner, Kimberly G. Sherrod, Marisa Thielen, Vicki Johnston, Cathy H. Ho, George Gionis, Lori S. Shelton, Kaitlyn Malkowski, Jaquanda Martin

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 30th day of August, 2021.



James Bluzard, Vice President-Surety

FINANCIAL STATEMENT
ARGONAUT INSURANCE COMPANY
STATUTORY BASIS as of 12/31/2020

ASSETS

CASH & INVESTED ASSETS	\$158,499,834
BONDS	\$1,054,097,628
STOCKS	\$650,147,228
INVESTMENT INCOME DUE AND ACCRUED	\$8,764,999
PREMIUM BALANCES	\$137,310,710
NET DEFERRED TAX ASSET	\$25,246,702
REINSURANCE RECOVERABLE	\$64,889,330
OTHER ASSETS	\$45,219,791
TOTAL ASSETS	\$2,141,179,309

LIABILITIES AND SURPLUS

UNEARNED PREMIUMS	\$289,279,454
LOSSES	\$525,826,062
LOSS ADJUSTMENT EXPENSES	\$166,554,738
COMMISSIONS	\$8,043,149
TAXES, LICENSES, AND FEES	\$16,089,949
OTHER EXPENSES	\$9,990,100
FUNDS HELD UNDER REINSURANCE TREATIES	\$83,850,484
CURRENT FEDERAL AND FOREIGN INCOME TAXES	\$1,511,008
REMITTANCES AND ITEMS NOT ALLOCATED	\$1,380,869
AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	\$8,624,453
PAYABLES TO PARENT, SUBSIDIARIES, & AFFILIATES	\$3,618,988
PAYABLE FOR SECURITIES	\$4,622,776
PROVISION FOR REINSURANCE	\$16,443,084
CEDED REINSURANCE PREMIUMS PAYABLE	\$39,002,167
OTHER ACCRUED EXPENSES AND LIABILITIES	\$830,971
TOTAL LIABILITIES	\$1,165,681,902

COMMON CAPITAL STOCK	\$4,500,000
GROSS PAID IN AND CONTRIBUTED SURPLUS	\$525,520,936
UNASSIGNED SURPLUS	\$445,476,471
TOTAL SURPLUS TO POLICYHOLDERS	\$975,497,407

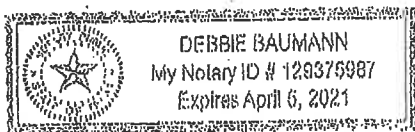
TOTAL LIABILITIES & SURPLUS

\$2,141,179,309

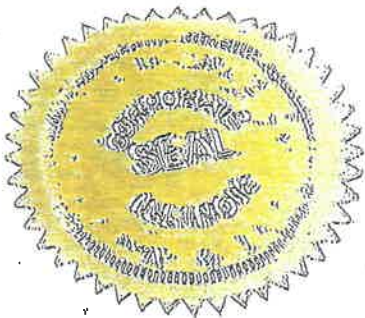
Lauren T. Welch, being duly sworn, says that she is VP US Financial Controller of Argonaut Insurance Company and that to the best of her knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2020.

Subscribed and sworn to before me this 3rd day of March, 2021

Debbie Baumann
Notary Public



Lauren T. Welch
Lauren T. Welch, VP US Financial Controller





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 12444 Powerscourt Drive Saint Louis MO 63131		CONTACT NAME: Aaron Augustine PHONE (A/C, No, Ext): 314-800-2288 E-MAIL: Aaron_Augustine@ajg.com ADDRESS: Aaron Augustine@ajg.com		
INSURED William Charles Construction Company, LLC 833 Featherstone Road Rockford, IL 61107		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Casualty Insurance Co of America		19046
		INSURER B: Indian Harbor Insurance Company		36940
		INSURER C: Starr Indemnity & Liability Company		38318
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 1421151212** **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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL SIR: \$500K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	1000090825201	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Per Project Agg \$ \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810-9P089643	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ \$2,000/\$2,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		1000095493201	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	100000447000	12/31/2020	12/31/2021	<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	Contractors Professional & Pollution		CE07420967-01	12/31/2020	12/31/2021	Each Incident Aggregate \$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job #: 9210220 Afton Road
Project: New Afton Road, Keslinger to Gurler Roads, DeKalb, Illinois; Job #: L-92,704
City of DeKalb & C.E.S. Inc are Additional Insureds as respects General Liability Policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER City of DeKalb 1216 Market Street DeKalb IL 60115	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
--

Where required by written contract

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this Insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following replaces the **LOSS PAYABLE CLAUSE** in the **BUSINESS AUTO COVERAGE PART DECLARATIONS: LOSS PAYABLE CLAUSE**

- A. We will pay you and the loss payee on file with us for "loss" to a covered "auto", as interest may appear.
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.
Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain their rights against any other party.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is 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.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. 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 by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for 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.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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.

Where required by written contract.

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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: 12/31/2020

Policy No.: 100000447000

Endorsement No.: 1

Insured: Infrastructure and Energy Alternatives, Inc.

Premium:

Insurance Company: Starr Indemnity & Liability Company

Countersigned by: _____