



October 28, 2024

Commissioners

Sue Gulas
President

Bill Tatro
Vice President

Joe Mutz
Commissioner

Eric Perez
Commissioner

Rick Raasch
Commissioner

Executive Director
Brad Staab

BID

AWARD OF POND DREDGING FOR WOODRUFF GOLF COURSE IRRIGATION #2

To: Board of Commissioners

Explanation / Recommendation

Joliet Park District requested bids for pond dredging for the Woodruff Golf Course Irrigation project. This is a revised Invitation to Bid for this project. The work is to be completed by using a floating / vacuum dredging process. One bid was received on September 26, 2024. The Invitation to bid was published in the Herald News on September 17, 2024. Funding will come from the 2024 Revenue Bond Fund.

Company	Base Bid
Ohio Dredge LLC	\$397,596.00

At this time, it is staff recommendation to award the above project to Ohio Dredge LLC, 289 Hampton Pl., Xenia, OH 45385, for a total amount of \$397,596.00 pending attorney review and approval of the contract.

John Ekstrom
Director of Parks & Golf Grounds

Glenn Kelley
Director of Finance

Brad Staab
Executive Director

If acceptable, the motion should be: *I move to approve staff's recommendation.*



BID FORM
POND DREDGING FOR WOODRUFF GOLF COURSE IRRIGATION #2
LOCATED AT 621 N. GOUGAR RD., JOLIET, IL 60432

To: Joliet Park District
3000 West Jefferson
Joliet, IL 60435

The undersigned Bidder, in response to advertisement for bids for POND DREDGING FOR WOODRUFF GOLF COURSE IRRIGATION #2, having carefully examined the Specifications and completely familiarized him/herself with local conditions affecting the cost of the Work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means necessary to furnish, deliver, and perform all work and materials called for in the Bid/Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Joliet, Illinois.

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That Bidder has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that the Bidder is familiar with the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that the Bidder has compared the site with the Drawings and Specifications and has satisfied itself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he/she has checked carefully the bid figures and understands that he/she shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Joliet Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for ninety (90) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in

such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

H. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

Receipt of Addenda: Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

Addendum No: _____, Dated 23 Sept 2024
Addendum No: _____, Dated 23 Sept 2024

Bidder hereby agrees to start work within ten (10) days after receipt of "Notice to Proceed" from the Owner and to complete the Project as specified in the Bid Packet.

Bidder agrees to perform all of the Work described in the Contract Documents for the following price:

\$ 397,596 **BASE BID SUM NOT-TO-EXCEED COST:**

DATED THIS 20th DAY OF September, 2024.

Ohio Dredge LLC (a) Individual ()
Full Name of Bidder (Print) (b) Partnership (✓)
(c) Corporation ()

Name and Title of Authorized Agent
if Corporation or Partnership (Print): Raymond F. DeVite Jr. General Partner Ohio Dredge LLC

Raymond F. DeVite Jr. General Partner Ohio Dredge LLC 937-776-8835

Full Name and Title of Bidder (Signature) Raymond F. DeVite Jr. **Phone**
289 Hampton Pl raymond.devite@gmail.com

Street Address **Email**
Xenia, OH 45385

City/State/Zip

AFFIDAVIT OF EXPERIENCE

Raymond F. DeVite Jr., being duly sworn, says that he/she is
General Partner of Ohio Dredge LLC
 (Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion). I/we hereby authorize the Joliet Park District to contact the individuals listed below. Please list at least five (5) projects of similar cost and scope completed in the last five (5) years.

Project Name	Contact	Phone #	Completion Date
<u>US National Park Service Virginia Kendall Lake Dredge</u>	<u>Brad Mackenzie</u>	<u>440-665-2012</u>	<u>25 July 2024</u>
<u>M-P Marine</u>	<u>Todd Jones</u>	<u>937-768-1334</u>	<u>17 April 24</u>
<u>Brown Lake Dredge</u>	<u>Cliff Brown</u>	<u>513-309-4475</u>	<u>11 May 2024</u>
<u>Morton Pond Dredging Hanover Park, Illinois</u>	<u>Hunter Eby</u>	<u>231-631-6611</u>	<u>25 Aug 2024</u>
<u>Fehl Farms Pond Dredge</u>	<u>John Fehl</u>	<u>937-231-3119</u>	<u>12 April 24</u>

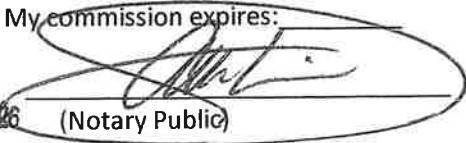

 (Signature)

STATE OF OHIO
 SS. COUNTY OF Greene

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Raymond F. DeVite Jr. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Bidder.

Dated: Sept. 20th 20 24



My commission expires: 
 (Notary Public)

List of Subcontractors: List Name, Address, phone and Work Assignment

1. None _____

2. _____

3. _____

BY: _____

(Company)

(Authorized Signature)

(Address)

(City, State, Zip)

(Phone)

(Date)

(Tax I.D. No.)

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website in accordance with the Prevailing Wage Act. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act. Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

- D. If applicable, Contractor shall abide by the "*Employment of Illinois Workers on Public Works Act*" (30 ILCS 570/0.01 et seq.), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.
- E. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- F. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- G. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or

indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Joliet Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession

of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: Raymond F. DeVite Jr.
Its: General Partner Ohio Dredge LLC

STATE OF Ohio)
)ss
COUNTY OF Greene)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Raymond F DeVite Jr. appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: Sept. 20th 2024



James Hill
Notary Public, State of Ohio
My Commission Expires 07-19-2026

(Notary Public)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Joliet Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Ohio Dredge LLC
Name of Contractor/Subcontractor (print or type)

Raymond F. DeVite Jr. General Partner Ohio Dredge LLC
Name and Title of Authorized Representative (print or type)

 Dated: 20 Sept 2024
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

None
Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Dated: _____
Signature of Authorized Representative

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

20 Sept 2024

To Whom It May Concern,

This letter is to confirm that Ohio Dredge LLC has not been involved in any administrative proceedings or litigation, either filed by or against the company, in the past five (5) years or beyond.

If you require any further information, please do not hesitate to contact us.

A handwritten signature in cursive script, appearing to read "Raymond F. DeVite Jr.", written in dark ink.

Sincerely,

Raymond F. DeVite Jr.

General Partner

Ohio Dredge LLC

937-776-8835

Ohio Dredge Substance Abuse Prevention Plan

1. Purpose: The purpose of this drug testing plan is to ensure the safety, health, and well-being of all employees at Ohio Dredge LLC by establishing a comprehensive program to detect and deter the use of drugs and alcohol in the workplace.

2. Scope: This drug testing plan applies to all employees of Ohio Dredge LLC, including full-time, part-time, temporary, and contract workers.

3. Types of Drug Testing:

- a. Pre-Employment Testing: All job applicants are required to undergo drug testing as a condition of employment.
- b. Random Testing: Employees may be subject to unannounced drug testing at any time.
- c. Reasonable Suspicion Testing: Employees may be required to undergo drug testing if there is reasonable suspicion that they are under the influence of drugs or alcohol.
- d. Post-Accident Testing: Employees involved in workplace accidents resulting in injury or property damage will be subject to drug testing.
- e. Follow-up Testing: Employees who have completed a rehabilitation program or violated the drug policy may be subject to follow-up testing.

4. Drugs Tested: The drug testing panel will include, but is not limited to, the following substances:

- Marijuana
- Cocaine
- Opiates
- Amphetamines
- Methamphetamines
- Phencyclidine (PCP)
- Benzodiazepines
- Barbiturates
- Propoxyphene

5. Collection Procedures:

- a. Drug testing will be conducted using urine samples.
- b. Samples will be collected by certified and trained professionals in a private and secure environment.
- c. Chain of custody will be maintained to ensure the integrity of the samples.

6. Confidentiality: All drug testing results will be kept confidential. Access to this information will be limited to designated individuals involved in the testing process and decision-making.

7. Consequences of Positive Tests:

- a. Positive test results will be reviewed by a medical review officer (MRO) to verify accuracy.
- b. Employees with confirmed positive results may face disciplinary action, up to and including termination.
- c. Rehabilitation options may be offered to employees as an alternative to termination.

8. Education and Awareness: Ohio Dredge LLC will provide ongoing education and awareness programs to employees about the dangers of drug and alcohol abuse, the company's drug testing policies, and available resources for assistance.

9. Review and Updates: This drug testing plan will be reviewed periodically to ensure its effectiveness and updated as needed to comply with applicable laws and regulations.

10. Employee Acknowledgment: All employees will be required to sign an acknowledgment confirming their understanding and acceptance of the drug testing policy.

Implementation Date: This drug testing plan will be effective as of 1 March 2024.



Raymond F. DeVite
General Partner
Ohio Dredge LLC



The Cincinnati Insurance Company
The Cincinnati Casualty Company
The Cincinnati Indemnity Company

Policy Number: ENP 071 93 80

Effective Date: 06-21-2024

Named Insured: OHO DREDGE LLC

For professional advice and policy questions or changes, please contact your local independent agency:

MONTGOMERY INSURANCE & INVESTMENTS AGENCY,
INC.
114 S DETROIT ST
XENIA, OH 45385-3504

937-372-7646

Dear Policyholder:

Thank you

Thank you for trusting The Cincinnati Insurance Companies with your commercial insurance coverage. We recognize that locally based independent agents have the working knowledge to help you choose the right insurance company for your needs. Together with your local independent insurance agency, we are committed to providing you with the highest level of service.

Please review your enclosed policy information to verify your coverage details, as well as deductibles and coverage amounts. Should your needs change, your agent is available to review and update your policy.

Please promptly report claims

If you experience a policy-related loss, you may report it by contacting your local professional independent agency representing The Cincinnati Insurance Companies or by directly calling us toll-free at **877-242-2544** and providing your policy number and claim-related information.

Sincerely,

Sean M. Givler
Senior Vice President - Commercial Lines



The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL

POLICY NUMBER ENP 071 93 80 / EBA 071 93 80

NAMED INSURED OHO DREDGE LLC
289 HAMPTON PL
ADDRESS XENIA, OH 45385-8984
(Number & Street,
Town, County,
State & Zip Code)

Previous Policy Number:

NEW

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: ENP 071 93 80 FROM: 06-21-2024 TO: 06-21-2025

Automobile and / or Garage

Policy number: EBA 071 93 80 FROM: 06-21-2024 TO: 06-21-2025

Agency MONTGOMERY INSURANCE & INVESTMENTS AGENCY, INC. 34-063

City XENIA, OH

Legal Entity / Business Description

LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4236	06/20	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP446	08/01	NOTICE TO POLICYHOLDERS
IA325	01/23	WAR EXCLUSION
IA327	07/23	NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION
IA4121OH	08/21	OHIO CHANGES - CANCELLATION AND NONRENEWAL
IA4238	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4338	05/11	SIGNATURE ENDORSEMENT
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
MA559	05/10	CONTRACTORS' EQUIPMENT (AND TOOLS) COVERAGE PART DECLARATIONS
AA505	03/06	BUSINESS AUTO COVERAGE PART DECLARATIONS
USC513	05/10	COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LOCATIONS

<u>LOC.</u>	<u>STREET ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>
1	289 HAMPTON PL XENIA, OH 45385-8984			

SIGNATURE ENDORSEMENT

IN WITNESS WHEREOF, this policy has been signed by our President and Secretary in the City of Fairfield, Ohio, but this policy shall not be binding upon us unless countersigned by an authorized representative of ours. The failure to countersign does not void coverage in Arizona, Virginia and Wisconsin.



Secretary



President

The signature on any form, endorsement, policy, declarations, jacket or application other than the signature of the President or Secretary named above is deleted and replaced by the above signatures.

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ENP 071 93 80

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA233	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA233	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - OH DREDGING	92055B	39,000	1.358	9.919	53	387
AUTOMATIC ADD. INSURED - CONTRACTORS OPERATIONS	29917			6%		130 MP
CONTRACTORS BROADENED COVERAGE	29975			3.5%		100 MP
PREMIUM TO MEET COVERAGE PART MINIMUM						60

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 730

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG2106	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2132	05/09	COMMUNICABLE DISEASE EXCLUSION
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2503	05/09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	05/09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
GA216OH	09/20	OHIO LIABILITY COVERAGE ENHANCEMENT
GA233	09/20	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA3064	09/20	EXCLUSION - ASBESTOS
GA3074	09/22	EXCLUSION - CYBER LIABILITY
GA4250	09/20	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS
GA4523	05/20	BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION
GA4531	09/20	AMENDMENT - POLLUTANT DEFINITION
GA4533	12/22	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT
GA4566	06/22	AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

CONTRACTORS' EQUIPMENT (AND TOOLS) COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ENP 071 93 80

Named Insured is the same as it appears in the Common Policy Declarations

Covered Property (check one) Scheduled Equipment Schedule on File

Description of Covered Property (Make, Model, Year Built, Serial Number, Etc.)	Valuation (ACV, FRC, RC)	Limit of Insurance
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Schedule

PER SCHEDULE ON FILE	ACV	\$ 229,800
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Limits

Total Scheduled Equipment	\$	229,800
Additional Debris Removal Expense	\$	10,000
Employee-Owned Tools - Any One Tool	\$	250
Employee-Owned Tools - Any One Occurrence	\$	1,000
Newly Purchased Equipment		\$ 25,000 OR 30% OF THE TOTAL SCHEDULED EQUIPMENT LIMIT WHICHEVER IS GREATER
Newly Purchased Equipment Number of Days		60
Pollutant Cleanup and Removal	\$	10,000
Equipment Leased or Rented from Others	\$	25,000
Loss of Use of Equipment Leased or Rented from Others	\$	1,000
Equipment Borrowed from Others	\$	5,000
Rental Reimbursement - Per Day	\$	500
Rental Reimbursement - Per Year	\$	5,000
Rental Reimbursement Waiting Period		24 Hours
Spare Parts and Fuel	\$	5,000
Your Tools - Any One Tool	\$	250
Your Tools - Any One Occurrence	\$	1,000

RATES AND PREMIUM
for Scheduled Equipment

Rate \$ INCL Premium \$ INCL

DEDUCTIBLE
(check one)

- Flat Deductible Amount (\$500 unless otherwise stated) \$ 1,000
- Percentage Deductible %
- Maximum Deductible Amount \$
- Minimum Deductible Amount \$

COINSURANCE
(check one)

- 80% 90% 100% Other %

REPORTING CONDITIONS
(check if applicable)

- Equipment Leased or Rented from Others
- Deposit Premium \$
- Minimum Premium \$
- Reporting Rate \$
- Newly Purchased Equipment
- Deposit Premium \$
- Minimum Premium \$
- Reporting Rate \$

FORMS AND / OR ENDORSEMENTS APPLICABLE TO CONTRACTORS' EQUIPMENT (AND TOOLS)

MA108 03/05 CONTRACTORS' EQUIPMENT (AND TOOLS) COVERAGE FORM
CM0140 04/08 OHIO CHANGES
MA135 11/99 COMMERCIAL INLAND MARINE CONDITIONS
MA323 07/21 AMENDMENT OF COVERAGE - CYBER INCIDENT EXCLUSION

LOSS PAYEE (if any)

SPECIAL PROVISIONS (if any)

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE

Attached to and forming part of POLICY NUMBER: EBA 071 93 80

Named Insured is the same as it appears in the Common Policy Declarations.

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of Insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	8, 9	\$ 1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus \$	Ded.
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus \$ for each accident	Ded
AUTO. MEDICAL PAYMENTS		\$	
UNINSURED MOTORISTS		\$	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		\$	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded for each covered auto. See Item Three for hired or borrowed "autos".	
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR		\$ for each disablement of a private passenger auto	
PREMIUM FOR ENDORSEMENTS		*ESTIMATED TOTAL PREMIUM	INCL

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

- AA4183 02/06 AUTOMOBILE SCHEDULE
- AA101 03/06 BUSINESS AUTO COVERAGE FORM
- AA2009 01/17 CHANGES - TOWING AND LABOR
- AA296 07/12 CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

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* This policy may be subject to final audit

THE CINCINNATI INSURANCE COMPANY

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

Previous Policy Number

Attached to and forming part of POLICY NUMBER **ENP 071 93 80** Effective Date: **06-21-2024**

NAMED INSURED is the same as it appears in the Common Policy Declarations unless another entry is made here.

LIMITS OF INSURANCE

\$ **1,000,000** Each Occurrence Limit \$ **1,000,000** Aggregate Limit

ADVANCE PREMIUM \$ 1,000

Applicable to Premium, if box is checked:

- Subject to Annual Adjustment
 Subject to Audit (see Premium Computation Endorsement for Rating Basis)

SCHEDULE OF UNDERLYING INSURANCE

Insurer, Policy Number & Period:	Underlying Insurance:	Underlying Limits:
(a)	Employer's Liability	Bodily Injury by Accident: \$ Each Accident Bodily Injury by Disease: \$ Each Employee Bodily Injury by Disease: \$ Policy Limit
(b) CINCINNATI INS. CO. ENP 071 93 80 06-21-2024 TO 06-21-2025	<input checked="" type="checkbox"/> Commercial General Liability Including: <input checked="" type="checkbox"/> Products-Completed Operations Coverage <input type="checkbox"/> Cemetery Professional <input type="checkbox"/> Druggist Professional <input type="checkbox"/> Funeral Service Provider <input type="checkbox"/> Pedorthists Professional <input checked="" type="checkbox"/> Ohio Liability Coverage Enhancement or <input type="checkbox"/> Business Liability Including: <input type="checkbox"/> Funeral Service Provider <input type="checkbox"/> Druggist Professional	Bodily Injury and Property Damage Liability: \$ 1,000,000 Each Occurrence Limit \$ 2,000,000 General Aggregate Limit \$ 2,000,000 Products-Completed Operations Aggregate Limit Personal and Advertising Injury Limit: \$ 1,000,000 Any One Person or Organization
(c) CINCINNATI INS. CO. EBA 071 93 80 06-21-2024 TO 06-21-2025	Automobile Liability Including: <input type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Non-Owned Autos <input checked="" type="checkbox"/> Hired Autos <input type="checkbox"/> Any Auto	Bodily Injury Liability Limit: \$ Each Person \$ Each Occurrence Property Damage Liability Limit: \$ Each Occurrence or Bodily Injury Liability and / or Property Damage Liability or Both Combined Limit: \$ 1,000,000 Each Occurrence

(d)

Professional

\$
\$

Aggregate

(e) CINCINNATI INS. CO.	Employee Benefit Liability	\$	1,000,000	Each Employee Limit
ENP 071 93 80		\$	3,000,000	Aggregate Limit
06-21-2024 TO 06-21-2025				

(f)	Liquor Liability	\$		Each Common Cause Limit
		\$		Aggregate Limit

Other

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

US101	09/20	COMMERCIAL UMBRELLA - TABLE OF CONTENTS
US302	12/04	POLLUTANT EXCLUSION - OTHER THAN AUTO
US3078	04/11	COMMUNICABLE DISEASE EXCLUSION
US3093	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
US3146	09/22	CYBER LIABILITY EXCLUSION
US336	12/04	UNINSURED / UNDERINSURED MOTORIST EXCLUSION
US4062	11/05	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS - LIMITATION
US407	09/20	EMPLOYEE BENEFIT LIABILITY
US4098	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT
US4153	06/22	AMENDMENT - DISTRIBUTION OR RECORDING OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

BID BOND

Indemnity National Insurance Company

CONTRACTOR:

(Name, legal status and address)

Ohio Dredge, LLC
289 Hampton Place
Xenia, Ohio 45385

OWNER:

(Name, legal status and address)

Joliet Park District
3000 West Jefferson
Joliet, IL 60435

SURETY:

(Name, legal status and principal place of business)

Indemnity National Insurance Company
238 Bedford Way
Franklin, TN 37064

BOND AMOUNT: 10% of Amount Bid -- Not to Exceed \$75,000

PROJECT:

(Name, location or address, and Project number, if any)

Pond Dredging for Woodruff Golf Course Irrigation #2 Located at Woodruff Golf Club, 621 N. Gougar Rd., Joliet, IL 60432

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 26th day of September, 2024.

Ohio Dredge, LLC

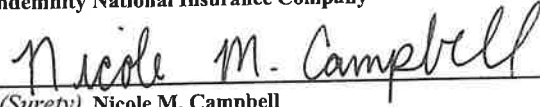


(Principal) Raymond DeVite Jr.

Managing Member

(Title)

Indemnity National Insurance Company



(Surety) Nicole M. Campbell

Attorney-In-Fact

(Title)



(Witness) Karen S DeVite



(Witness) ADAM C. MILLIREN

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: *****Nicole M. Campbell and Brianna Taylor Stephenson***** of *****Parrot Surety Services, LLC***** to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed *****Five million dollars (\$5,000,000.00)***** each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,
(i) when signed by the president, or any vice president, and sealed with the Company seal; or
(ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 20th day of August, 2021.



Indemnity National Insurance Company

By Thomas F. Elkins
Thomas F. Elkins, President

State of Kentucky
County of Fayette

On this 20th day of August, 2021, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.



By Deborah A. Murphy
Notary Public

My Commission Expires 09/26/2025

CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 26th day of September, 2024.



By James E. Hart
James E. Hart, Secretary