

# CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT Related to Contract/Amendment/Solicitation EDS # 14104

#### **SECTION I -- GENERAL INFORMATION**

OLOTION I GENERAL INI ORMATION
A. Legal name of Disclosing Party submitting the EDS:
Root Brothers Mfg & Supply Company
Enter d/b/a if applicable:
The Disclosing Party submitting this EDS is:
the Applicant
B. Business address of Disclosing Party:
10317 S. Michigan Ave. Chicago, IL 60628 United States
C. Telephone:
773-264-5000
Fax:
773-264-6365
D. Name of contact person:
Aaron Root
F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

### RENTAL OF HEAVY EQUIPMENT WITH AND WITHOUT OPERATORS (CRANES-PRIMARY & CRANES W/OPERATOR & SCISSOR LIFTS-TERTIARY)

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

**Specification Number** 

86108

Contract (PO) Number

24035

**Revision Number** 

Release Number

**User Department Project Number** 

#### **SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: David Root

**Title:** President/Director

**Role:** Both

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**Officer/Director:** Garrett Root

**Title:** Vice President/Treasurer/Director

**Role:** Both

\_\_\_\_\_

**Officer/Director:** Aaron Root

Title: Vice President/Secretary/Director

**Role:** Both

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#### 2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

• David Root - 52.0%

• Randall Root - 16.0%

• Joan Root - 16.0%

• Garrett Root - 8.0%

• Aaron Root - 8.0%

#### Owner Details

Name Business Address

Aaron Root 10317 S. Michigan Ave.

Chicago, IL 60628

**United States** 

David Root 10317 S. Michigan Ave.

Chicago, IL 60628

**United States** 

Garrett Root 10317 S. Michigan Ave.

Chicago, IL 60628

**United States** 

Joan Root 10317 S. Michigan Ave.

Chicago, IL 60628

**United States** 

Randall Root 10317 S. Michigan Ave.

Chicago, IL 60628

**United States** 

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in <u>Chapter 2-156 of the Municipal Code</u>, with any City elected official in the 12 months before the date this EDS is signed?

No

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter? Yes 2. List below the names of all legal entities which are retained parties. Name: **Stevenson Crane Services Anticipated/Retained:** Anticipated **Business Address:** 410 Stevenson Dr Bolingbrook, IL 60440 United States **Relationship:** Subcontractor - MWDBE Fees: 13,097,417.45 **Estimated/Paid:** Estimated Name: Godwin Pumps **Anticipated/Retained:** Anticipated **Business Address:** 16830 Chicago Ave Lansing, IL 60438 United States Subcontractor - non MWDBE **Relationship: Fees:** 2,132,235.45 **Estimated/Paid:** Estimated Name: **Nelson Transport Services** Anticipated/Retained: Anticipated PO BOX 437741 **Business Address:** Chicago, IL 60643 United States **Relationship:** Subcontractor - MWDBE Fees: 2,360,596.20 **Estimated/Paid:** Estimated Name: Advanced Supply **Anticipated/Retained:** Anticipated

**Business Address:** 8901 W. 192nd St

Suite D

Mokena, IL 60448 United States

**Relationship:** Subcontractor - MWDBE

**Fees:** 304,593.06 **Estimated/Paid:** Estimated

Name: Stevenson Crane Services

Anticipated/Retained: Anticipated

**Business Address:** 410 Stevenson Dr.

Bolingbrook, IL 60440 United States

**Relationship:** Subcontractor - MWDBE

**Fees:** 380,741.32 **Estimated/Paid:** Estimated

\_\_\_\_\_

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

#### **SECTION V -- CERTIFICATIONS**

#### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under <u>Municipal Code Section 2-92-415</u>, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

#### **B. FURTHER CERTIFICATIONS**

Pursuant to Municipal Code Chapter 1-23, Article I ("Article I") (which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 1 and 2 below.

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

#### I certify the above to be true

- 2. Neither the Disclosing Party, nor any <u>Applicable Party</u>, nor any <u>Affiliated Entity</u> of either the Disclosing Party or any <u>Applicable Party</u> nor any <u>Agents</u> have, during the five years before the date this EDS is signed, or, with respect to an <u>Applicable Party</u>, an <u>Affiliated Entity</u>, or an <u>Affiliated Entity</u> of an <u>Applicable Party</u> during the five years before the date of such <u>Applicable Party's</u> or <u>Affiliated Entity's</u> contract or engagement in connection with the Matter:
  - bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
  - violated the provisions of <u>Municipal Code Section 2-92-610</u> (<u>Living Wage Ordinance</u>).

I certify the above to be true

- 3. Neither the Disclosing Party, <u>Affiliated Entity</u> or <u>Applicable Party</u>, or any of their employees, officials, <u>agents</u> or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of
  - bid-rigging in violation of <u>720 ILCS 5/33E-3</u>;
  - bid-rotating in violation of <u>720 ILCS 5/33E-4</u>; or
  - any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

4. Neither the Disclosing Party nor any <u>Affiliated Entity</u> is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the <u>Specially Designated Nationals List</u>, the <u>Denied Persons List</u>, the <u>Unverified List</u>, the <u>Entity List</u> and the <u>Debarred List</u>.

I certify the above to be true

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, <u>Chapter 2-156 of the Municipal Code</u>; and (2) all the applicable provisions of <u>Chapter 2-56 of the Municipal Code</u> (Office of the Inspector General).

I certify the above to be true

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under <u>Municipal Code Section 2-32-455(b)</u>, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the <u>Municipal Code Section 2-32-455(b)</u>.)

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in <u>Chapter 2-156 of the Municipal Code</u> have the same meanings when used in this Part D.

1. In accordance with <u>Section 2-156-110 of the Municipal Code</u>: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

The Disclosing Party verifies that

- the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and
- the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

I can make the above verification

## SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded?

No

## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The City's Governmental Ethics and Campaign Financing Ordinances, <u>Chapters 2-156</u> and <u>2-164</u> of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at <u>www.cityofchicago.org/Ethics</u>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

I acknowledge and consent to the above

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its <u>affiliates</u> will not use, nor permit their subcontractors to use, any facility on the <u>U.S. EPA's List of Violating Facilities</u> in connection with the Matter for the duration of time that such facility remains on the list.

I certify the above to be true

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

#### **SECTION VIII - - ADDITIONAL INFO**

Please add any additional explanatory information here. If needed, you may add attachments below.

Under the Retained Parties tag - question #3, we were unsure if this was a duplicate of the previous question, but as the fields provided only allowed for individual information (not business) it was perceived to be in reference to individual lobbyist, etc and not businesses retained in reference to this contract and was marked NO. In addition, we referenced Stevenson Crane Services twice - once as a primary supplier/subcontractor with the estimated amount of their area of the contract, and again as a certified WBE subcontractor with that estimated amount. The reason is the dollars estimated as a WBE subcontractor will be applied as indirect participation. We are unsure if the this is the proper way to differentiate between the two

elements, but wanted to identify both roles that Stevenson would play in this contract. EDS was returned due to wrong vendor number - vendor number from returned email - #736527

### FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

Root Brothers Insurance - Workman's Comp Root Brothers Insurance - General Liability Root Brother/Stevenson Crane - General Liability

#### **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 08/30/2011 Aaron Root President Root Brothers Mfg & Supply Company

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

ACORD CERTIE	<b>ICATE OF LIAB</b>	II ITV ING	LIDANC	F OP ID PB	DATE (MM/DD/YYYY)		
OLKIII	ICATE OF LIAB	ILIT IIVS	DRANC	ROOTB-1	09/20/10		
PRODUCER  Russell W. Holmquist Ins. 5153 N. Clark St. #310	Agy.	ONLY AND HOLDER, T	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Chicago IL 60640							
Phone: 773-334-1215 Fax:77	73-334-2372	INSURERS A	FFORDING COVE	RAGE	NAIC #		
INSURED		INSURER A:	Accident Fu	nd of America	-		
		INSURER B:					
Root Brothers Manu	facturing	INSURER C:					
Root Brothers Manu 10307-25 S. Michig Chicago IL 60628-2	INSURER D:	INSURER D:					
Chicago In 00028-2	723	INSURER E:					
COVERAGES							
THE POLICIES OF INSURANCE LISTÉD BELOW HAV ANY REQUIREMENT, TERM OR CONDITION OF ANY MAY PERTAIN, THE INSURANCE AFFORDED BY THI POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE	CONTRACT OR OTHER DOCUMENT WIT POLICIES DESCRIBED HEREIN IS SUBJ	TH RESPECT TO WHICH	THIS CERTIFICATE M	AY BE ISSUED OR			
INSR ADD'U LTR INSRG TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT	3		
GENERAL LIABILITY				EACH OCCURRENCE	\$		
COMMERCIAL GENERAL LIABILITY				PREMISES (Ea occurence)	\$		
CLAIMS MADE OCCUR				MED EXP (Any one person)	\$		
				PERSONAL & ADV INJURY	\$		
				GENERAL AGGREGATE	\$		
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$		
POLICY PRO- JECT LOC							
ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$		
ALL OWNED AUTOS			2	BODILY INJURY (Per person)	\$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Spec #86108 - Rental of Heavy Equip with and without operators

WCV5015100

CERTIFICATE HOLDER

HIRED AUTOS

GARAGE LIABILITY

ANY AUTO

DEDUCTIBLE

NON-OWNED AUTOS

EXCESS / UMBRELLA LIABILITY

WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under
SPECIAL PROVISIONS below

OCCUR CLAIMS MADE

City of Chicago Department of Procurement 121 North LaSalle St Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  $\ \underline{10}\$  DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LAMPLITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
RUSSELL W. Holmquist Ins. Agy.

BODILY INJURY (Per accident)

PROPERTY DAMAGE

EACH OCCURRENCE

AGGREGATE

AUTO ONLY - EA ACCIDENT | \$

WC STATU- OTH-

EA ACC \$ AGG \$

E.L. DISEASE - EA EMPLOYEE \$ 500,000. E L DISEASE - POLICY LIMIT \$ 500,000.

8

\$

\$

\$

\$500,000.

10/31/09 10/31/10 E.L. EACH ACCIDENT

ACORD 25 (2009/01)

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#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

#### DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2009/01)

	AC	0	RD CERTIFIC	ATE OF LIABIL	ITY INS	URANCE			(MM/DD/YYYY) /22/2010
PRODUCER (847)679-7350 FAX (847)679-7361 T.A. Cummings Jr. Company 4153 Main St. Skokie, IL 60076					THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
3K	OKTE	ε, .	IL 60076		INSURERS A	FFORDING COV	ERAGE	N	AIC#
NSU	RED	ROO"	T BROTHERS MANUFACTU	RING & SUPPLY CO.	INSURER A: Ha	rtford Casua	lty Insurance Co	25	9424
	1	1030	05-25 S. MICHIGAN AV	E	INSURER B: Se	ntinel Insur	ance Company	1	1000
	(	CHI	CAGO, IL 60628		INSURER C:				
					INSURER D:			+	
					INSURER E:			+	
20	VERA	CE	6		I I I I I I I I I I I I I I I I I I I				
T A M P	HE PO NY RE IAY PE OLICIE	LICIE QUIF RTA	ES OF INSURANCE LISTED BEL REMENT, TERM OR CONDITION IN, THE INSURANCE AFFORDE	OW HAVE BEEN ISSUED TO THE IN I OF ANY CONTRACT OR OTHER D D BY THE POLICIES DESCRIBED HI YY HAVE BEEN REDUCED BY PAID	OCUMENT WITH F EREIN IS SUBJECT CLAIMS.	RESPECT TO WHIC ITO ALL THE TERM	H THIS CERTIFICATE MAY	BE IS	SUED OR
ISR TR	ADD'L INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	S	
		GEN	ERAL LIABILITY	83SBQUK0218	02/01/2010	02/01/2011	EACH OCCURRENCE	\$	1,000,000
		X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Fa occurence)	\$	300,000
			CLAIMS MADE X OCCUR	207			MED EXP (Any one person)	\$	10,000
Α		$\Box$					PERSONAL & ADV INJURY	\$	1,000,000
		$\vdash$		~			GENERAL AGGREGATE	\$	2,000,000
		GEN	L'L AGGREGATE LIMIT APPLIES PER:						
		X	POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$	2,000,000
		-	OMOBILE LIABILITY  ANY AUTO	83UEQIU9257	01/02/2010	01/02/2011	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В			ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
_		X	HIRED AUTOS NON-OWNED AUTOS	,			BODILY INJURY (Per accident)	\$	
					***********		PROPERTY DAMAGE (Per accident)	\$	
		GAR	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
			ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$	
		EXC	ESS/UMBRELLA LIABILITY	83SBQUK0218	02/01/2010	02/01/2011	EACH OCCURRENCE	\$	5,000,000
A		X	OCCUR CLAIMS MADE	*			AGGREGATE	\$	5,000,000
			DEDUCTIBLE					\$	
	-	X	RETENTION \$ 10,000				L wo control	\$	
			S COMPENSATION AND RS' LIABILITY				WC STATU- OTH- TORY LIMITS ER		
	2000		PRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	
	OFFI	ICER/I	MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	\$	
			cribe under PROVISIONS below	2 0			E.L. DISEASE - POLICY LIMIT	\$	
	ОТНІ	16							
ре	ec #8	8610	08 Section 62-Water	LES / EXCLUSIONS ADDED BY ENDORSEM Pumps.  as additional insured			le & General Liab	ili	ty.
CF	RTIE	ICA:	TE HOLDER		CANCELLA	TION			
91		Cit Dep 30	y of Chicago ot. of Procurement N. LaSalle		SHOULD AN EXPIRATION 30 DAY BUT FAILUR OF ANY KIN	Y OF THE ABOVE DES( DATE THEREOF, THE SWRITTEN NOTICE TO E TO MAIL SUCH NOTI DUPON THE INSURER,	CRIBED POLICIES BE CANCELL ISSUING INSURER WILL ENDEA O THE CERTIFICATE HOLDER N CE SHALL IMPOSE NO OBLIGAT , ITS AGENTS OR REPRESENTA	IVOR T	O MAIL TO THE LEFT, R LIABILITY
	Chicago, IL 60602			SCOTT Cummings/RINROO					
					Scott Cur	minas/RUNROO	) - (	Carlot Service	The same of the sa

Scott Cummings/RUNR00

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Client#: 457103 STEVECRA2

### ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/22/2010

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

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

PRODUCER	CONTACT NAME:					
USI Insurance Services, LLC/CL	PHONE (A/C, No, Ext): 305 669-6000	FAX (A/C, No):				
PO Box 141916	E-MÁIL ADDRESS: usicerts@usi.biz					
Coral Gables, FL 33114-1916	PRODUCER CUSTOMER ID #:					
	INSURER(S) AFFORDING COVERA	GE NAIC#				
INSURED	INSURER A: Tower Insurance Company of Ne	w 44300				
Stevenson Crane Service Inc	<b>INSURER B: Lexington Insurance Company</b>					
410 Stevenson Dr	INSURER C: Tower National Insurance Compa	an 43702				
Bolingbrook, IL 60440	INSURER D:					
	INSURER E:					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

A GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X RIGGERS' INCLUDED  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC  C AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X HIRED AUTOS X NON-OWNED AUTOS C AUTOMOBILE LIABIL X NON-OWNED AUTOS X NON-OWNED AUTOS C AUTOMOBILE LIABIL X NON-OWNED AUTOS X NON-OWNED AUTOS X RETENTION \$ 10000  D ALAGOROGATE AGGREGATE S1,00  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC  BAPCX7000010  D 4/08/2010  12/01/2009  12/01/2009  12/01/2009  12/01/2009  12/01/2010  EACH OCCURRENCE S1,00  GENERAL CLAIMS-MADE S1,00  GENERAL AGGREGATE S2,00  PRODUCTS - COMPINED SINGLE LIMIT (Ea accident) S 1,00  BODILY INJURY (Per person) S BODILY INJURY (Per accident) S SCHEDULED AUTOS S		LIMITS	POLICY EXP (MM/DD/YYYY)		POLICY NUMBER	ADDL SUBR		TYPE OF INSURAN	ISR TR
AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X NON-OWNED AUTOS  BY  CLAIMS-MADE DEDUCTIBLE X RETENTION \$ 10000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  X ANY AUTO ALL OWNED SINGLE LIMIT (Ea accident) SDUILY INJURY (Per person) S BODILY INJURY (Per	000,000 0,000 000,000 000,000 000,000	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$				NOC WVD	IABILITY  OCCUR  DED	COMMERCIAL GENERAL L CLAIMS-MADE X RIGGERS' INCLU	X GE
EXCESS LIAB CLAIMS-MADE  DEDUCTIBLE  X RETENTION \$ 10000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N  CLAIMS-MADE  AGGREGATE \$5,00  \$5,00  WC STATU- OTH- TORY LIMITS ER	000,000	(Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)  \$	04/08/2011	04/08/2010	BAPCX7000010		, 200	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS	X
ANY PROPRIETOR PART INER/EACH TOTAL STATE OF THE PART INER/EACH TOTAL STAT	000,000	AGGREGATE \$ \$ \$  WC STATU- TORY LIMITS OTH- ER.  E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$	12/01/2010	12/01/2009	013136306	N/A	CLAIMS-MADE  D  XECUTIVE // N	EXCESS LIAB  DEDUCTIBLE  RETENTION \$ 1000  RKERS COMPENSATION OF PROPRIETOR/PARTNER/RE- FICER/MEMBER EXCLUDED Indatory in NH) s. describe under	X WC AN AN OF (Ma

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

Ref# 86108 RFQ 3429 Rental of Heavy Equipment with &w/out operator

City of Chicago and Root Brothers Mfg & Suppluy Company are Additional Insured as respects General

Liability, as required per written contract.

CERTIFICATE HOLDER	CANCELLATION
CITY OF CHICAGO 10307-25 S MICHIGAN AVE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CHICAGO, IL 60628	AUTHORIZED REPRESENTATIVE
	Agent of Record Della Phayer