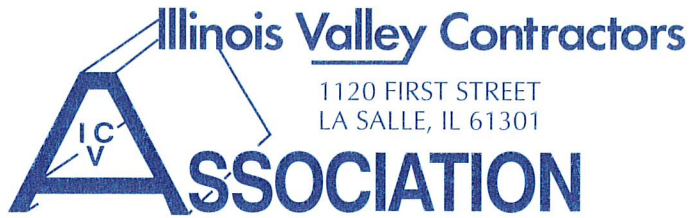


## OFFICERS

KEITH CONRAD  
President

WILLIAM KUMMER JR.  
Vice-President

DANIEL LIEBHART  
Secretary-Treasurer



Formed December 6th, 1948



## BOARD OF DIRECTORS

TIMOTHY CLAUS  
RONALD CARLSON  
JOHN BECKER  
RICHARD STOTT  
KIM BORIO  
JAMIE MCCONNAUGHAY  
JONATHAN RUIZ  
JEFF GILLAN

---

AMY MCNALLY  
Executive Director

PHONES:  
815/223-0561

### Re: Industry Affiliate Membership Information

Dear Industry Affiliate Member Applicant,

Thank you for your interest in joining the Illinois Valley Contractors Association. This packet contains the following documents

**IVCA-** Industry Affiliate Membership Application  
Industry Affiliate Membership Dues are \$75.00 per calendar year.

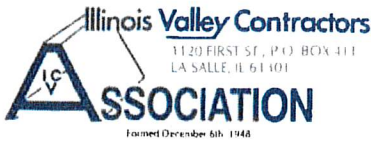
**IVCA-Constitution** (last page needs to be signed and returned)

**IVCA - By-Laws**

To apply for membership simply fill out the Application Form and the Signature Page of the Constitution acknowledging that you accept our Constitution and By-Laws. Then mail the completed forms back to our office. Once you are approved, we will notify you in writing, along with an invoice for your dues. When we have received your dues payment your membership will be activated and we will include your company name on our website, [www.ivcontractors.org](http://www.ivcontractors.org). If you have any questions, please give me a call.

Sincerely,

Amy McNally  
Executive Director



# INDUSTRY AFFILIATE MEMBERSHIP APPLICATION

FIRM  
NAME \_\_\_\_\_

DATE OF  
ORGANIZATION \_\_\_\_\_

MAIN OFFICE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

\_\_\_\_\_

FAX # \_\_\_\_\_

BRANCH OFFICE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

\_\_\_\_\_

FAX # \_\_\_\_\_

WEBSITE \_\_\_\_\_

E-Mail \_\_\_\_\_

This firm is \_\_\_\_\_ an individual \_\_\_\_\_ a partnership \_\_\_\_\_ a corporation

Names of Owner/Partners or Officers of Corporation

Title of Owner/Partners or Officers

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list the type of business (Product or Service): \_\_\_\_\_

\_\_\_\_\_

Previous member of the Illinois Valley Contractors Association? \_\_\_\_\_ Yes / When? \_\_\_\_\_ No

Name and address of person (only one) to whom all correspondence shall be addressed for this membership:

\_\_\_\_\_

\_\_\_\_\_

Application hereby is made for **“INDUSTRY AFFILIATE” MEMBERSHIP** in the Illinois Valley Contractors Association, Inc., on the basis of the above statements, I or We agree, if elected, to be governed by the By-Laws and Rules of Procedure of the Association as long as I or We continue as a member. The undersigned further agrees not to use the Emblem of the Association unless Membership is current.

Date: \_\_\_\_\_

\_\_\_\_\_

(Authorized Signature)

## RULES GOVERNING INDUSTRY AFFILIATE MEMBERSHIP

**\*INDUSTRY AFFILIATE MEMBERSHIP:** is limited to individuals or firms in affiliated industries identified with construction and who have a material interest in the welfare of the industry and of this Association, and does not participate in Commercial Construction.

**INDUSTRY AFFILIATE MEMBERS** derive many benefits tangible as well as intangible through association with the Illinois Valley Contractors Association, Inc., and by making use of Association Member Services.

Dues are paid annually on January 1.

Mail completed application and signature page of the constitution to the association office.  
Illinois Valley Contractors Association, 1120 First Street, La Salle, IL 61301



# GENERAL CONTRACTOR\* MEMBERSHIP APPLICATION

FIRM  
NAME \_\_\_\_\_

DATE OF  
ORGANIZATION \_\_\_\_\_

MAIN OFFICE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

\_\_\_\_\_

FAX # \_\_\_\_\_

BRANCH OFFICE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

\_\_\_\_\_

FAX # \_\_\_\_\_

WEBSITE \_\_\_\_\_

E-Mail \_\_\_\_\_

This firm is \_\_\_\_\_ an individual \_\_\_\_\_ a partnership \_\_\_\_\_ a corporation

Names of Owner/Partners or Officers of Corporation

Years of Construction Experience

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list the type of construction work performed by your firm: \_\_\_\_\_

\_\_\_\_\_

Previous member of the Illinois Valley Contractors Association? \_\_\_\_\_ Yes / When? \_\_\_\_\_ No

Name of person (only one) who shall represent the vote and act for this Membership in all affairs of the Association: \_\_\_\_\_

Name of person to whom all correspondence shall be addressed: \_\_\_\_\_

Application hereby is made for **"GENERAL CONTRACTOR"** MEMBERSHIP in the Illinois Valley Contractors Association, Inc. The undersigned certifies that the above statements are correct and that the above-named firm, if elected, agrees to be governed by the constitution and Bylaws of the Association as they now are and as they may be amended from time to time for as long as membership in the Association is continued. The above-named firm and its officers and agents agree to promote the objectives of the Association to the best of their ability. The undersigned further understands that in the event of resignation from the Association, the above-named firm will be liable to the Association for a just proportion of all dues and assessments and a proportionate amount of all obligations for which the Association has made itself liable during the current year when resignation is tendered. Further, it is understood that membership in the Association does not, in and of itself, grant the Association bargaining authority to negotiate with local trade unions. The undersigned also agrees not to use the emblem of the Association unless membership is current.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

**\*GENERAL CONTRACTOR MEMBERSHIP:** Any person, firm or corporation, of good repute, actively engaged as a General Contractor or Construction Manager, shall be eligible for General Contractor Membership

Dues may be paid annually or in equal amounts on January 1 and July 1.

Mail completed application, signature page of the constitution and bargaining rights form to the association office.  
Illinois Valley Contractors Association, 1120 First Street, La Salle, IL 61301

**ILLINOIS VALLEY CONTRACTOR'S ASSOCIATION, INC.**  
**CONSTITUTION**

(As Amended August 8, 2025)

**ARTICLE I--Name**

Section 1. This Association shall be known as the Illinois Valley Contractor's Association.

**ARTICLE II--Objectives of the Association**

Section 1. The objectives of the Association are:

(a) The creation and maintenance of a healthy tone in the construction and building business, and the promotion of its general welfare in the Illinois Valley.

(b) The insurance, as far as practicable, of uniformity and certainty in customs and usages of those engaged in the said business and the formation and adoption of standard forms of contracts, bonds and the like.

(c) The protection of the members of the Association in the conduct of their respective work, in extending representation to those whom experience has taught are entitled thereto.

(d) The adoption of a uniform basis for just and equitable dealings between the members of the Association and their respective employees/union, whereby the interests of both will be properly protected.

(e) The investigation and adjustment by the proper officers of the Association of any question arising between the members of the Association and their respective employees/union.

(f) The providing of information to the members of the Association in respect to legislation and the decision of courts affecting construction operations.

(g) To assist members in their relationship with labor organizations and to provide members with information relative to labor management relations of all kinds.

(h) To adjust, so far as practicable, controversies and misunderstandings arising between the members of the Association and the trades engaged in the construction industry.

(i) To negotiate and bargain with labor unions representing employees of its members with respect to wages, hours of work and other terms and conditions of employment and to enter into and execute collective bargaining agreements with said labor unions on behalf of its members.

### **ARTICLE III--Qualifications of Membership**

Section 1. The members of this Association shall be persons, firms or corporations engaged in construction work in the Illinois Valley. Categories of membership shall be as defined in the By-Laws. Not more than one person representing any firm shall be entitled to vote at any of the meetings of the members of the Association.

### **ARTICLE IV--Officer & Board of Directors**

Section 1. The Board of Directors shall total up to fourteen (14), including the officers of the Association which shall consist of a President, a Vice President, a Secretary-Treasurer who shall be elected from the Board of Directors at their first meeting following the Associations' annual meeting, and the Executive Director.

Section 2. The Board of Directors shall be elected by the members of the Association at the Annual Meeting and shall hold office for a period of 36 months or until their successors are elected and qualified. The exception shall be that the Board of Directors shall employ the Executive Director, establish his/her salary and instruct him/her to perform such duties as may be assigned to him/her by the Board of Directors, the President of the Association, and those found in the By-Laws. The Executive Director shall be considered an officer of the Board of Directors.

Section 3. Each year one-third (1/3) of the Board of Directors seats shall be up for election. This shall result in each Director eventually serving a 3 year term.

Section 4. Between Annual Meetings, vacancies in the Board of Directors shall be filled by appointment by the President. These individuals shall serve the remaining unexpired term of their predecessor until the next annual meeting in which their seat would be included in the election process of those that are scheduled for election.

Section 5. There shall be an Executive Committee established after the election of officers in order to address issues between meetings and suggest items of discussion for the meeting agenda. The Executive Board shall consist of five (5) members, the President, Vice-President, Secretary-Treasurer, Executive Director and one additional board member selected by the President.

### **ARTICLE V-- Meetings**

Section 1. The Annual Meeting of the Association shall be held on the second Friday of August each year, and the Executive Director shall mail notices of the time and place of such meeting to all members of the Association at least one week previous to the time of such meeting. In case there becomes a conflict with this date, the Board of Directors shall select an alternate one.

Section 2. Special Meetings of the Association may be called by the President and or Executive Director and any three members of the Board of Directors. Such meetings may be held at such time and places as the persons calling the meeting shall direct within the County of LaSalle, Bureau or Putnam. Notice shall be given of such Special Meetings of the Association in the Manner prescribed in Section 1 of this Article.

Section 3. Regular meetings of the Board of Directors shall be held every other month beginning in September where the election of officers will take place. It is understood that it is not a violation of this Constitution if a meeting is cancelled because of a scheduling conflict or by the actions of the Board of Directors. These meetings will be held on the third Wednesday of the odd numbered months, with the time and place to be agreed upon at the previous meeting.

Section 4. Quorum for Board Meetings.  
A quorum of the Board of Directors shall be a majority of the board members.

Section 5. Attendance  
Any Director who is absent for three consecutive meetings of the Board of Directors, without a reasonable excuse, shall be dismissed from the Board.

#### **ARTICLE VI--Committees**

Section 1. The President, with the approval of the Board of Directors, shall have the power to create from time to time, such committees as shall be deemed advisable for the proper conduct of the affairs of the Association and to appoint the Chairmen of the Committees.

#### **ARTICLE VII--Contractor Groups**

Section 1. It is understood that this Constitution allows for the creation of "Contractor Groups" who shall exist and operate under the rules spelled out in the By-Laws. Said Contractor Group once created, shall have no authority over any matters of the Association, unless granted such authority by the Board of Directors.

#### **ARTICLE VIII--Obligation of Membership**

Section 1. Membership in this Association shall carry with it the following obligations to both the Association and every member of the Association each to the other:

(a) Members agree upon joining to obey the Constitution and By-Laws of the Association and rules made in conformity with the same.

(b) Members of the Association agree upon joining, that they will

support any member of the Association or the Association itself, in any and all endeavors which are performed within the intent of the Constitution and By-Laws and the purpose of the Association.

(b1) A member of the Association who disagrees with the policy of the Association in connection with any such labor relations dispute or negotiation, may certify such disagreement in writing to the Board of Directors for consideration. After the passage of fifteen days, unless otherwise directed by the Board of Directors, such member need not recognize further the obligations of membership stated in Paragraph (b) of this Article.


(c) Each member agrees with the Association and with each other that they will not resign from this Association without paying their just proportion of all dues and assessments and their proportionate amount of all obligations for which the Association had made itself liable for and during the current year when said resignation is presented. The Agreement herein contained with reference to the payment of the proportionate amount of obligations and for the payment of dues and assessments shall be obligatory upon the undersigned in the event that the undersigned is expelled from said Association during any current year.

#### **ARTICLE IX--Amendments**

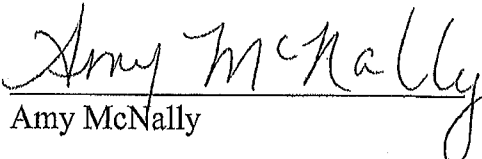
Section 1. This Constitution may be amended by a vote of two-thirds of the members of the Association present at the annual meeting at the Association.

This Constitution, as it now is written, has been duly amended on: April 25, 1994, October 1, 1999, February 22, 2001, May 15, 2013 and August 8, 2025 and replaces the I.V.C.A. Constitution previously in effect.

**IL. VALLEY CONTRACTOR'S ASSOC.**  
**President**

  
\_\_\_\_\_  
Keith Conrad

**IL. VALLEY CONTRACTOR'S ASSOC.**  
**Executive Director**

  
\_\_\_\_\_  
Amy McNally

# IVCA CONSTITUTION—SIGNATURE PAGE

I, the undersigned, in consideration of:

**General Contractor** - Any person, firm or corporation, of good repute, actively engaged as a General Contractor or Construction Manager, shall be eligible for General Contractor Membership.

**Associate Contractor** - Any person, firm or corporation, of good repute, who is not a General Contractor or Construction Manager but who employs construction workers on construction job sites, shall be eligible for Associate Membership.

**Industry Affiliate** - Membership is limited to individuals or firms in affiliated industries identified with construction and who have a material interest in the welfare of the industry and this Association does not participate in Commercial Construction.

**Membership** in the Illinois Valley Contractors Association,  
I acknowledge that I have received a copy of the Constitution and By-Laws of the Illinois Valley Contractors Association and hereby signify that I accept all provisions that are included within.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

## BY-LAWS

*AMENDED September 17, 2025*

### BOARD OF DIRECTORS

<b>KEITH CONRAD - PRESIDENT</b>	<b>(Halm Electrical Contracting, Inc.)</b>
<b>WILLIAM KUMMER JR. - VICE PRESIDENT</b>	<b>(Marseilles Sheet Metal)</b>
<b>DAN LIEBHART- SEC/TREAS.</b>	<b>(Liebhart Construction Inc.)</b>
<b>AMY McNALLY - EXEC. DIR.</b>	<b>(Illinois Valley Contractors Assoc.)</b>
<b>TIM CLAUS</b>	<b>(Vissering Construction)</b>
<b>JOHN BECKER</b>	<b>(Advanced Asphalt)</b>
<b>RICHARD STOTT</b>	<b>(Stott Contracting)</b>
<b>KIM BORIO</b>	<b>(H &amp; H Builders)</b>
<b>RON CARLSON</b>	<b>(Ficek Electric)</b>
<b>JAMIE McCONNAUGHAY</b>	<b>(McConnaughay &amp; Sons Roofing)</b>
<b>JONATHAN RUIZ</b>	<b>(Ruiz Construction)</b>
<b>JEFF GILLAN</b>	<b>(Gillan Construction)</b>

#### ILLINOIS VALLEY CONTRACTORS ASSOCIATION, Inc.

IVCA is established as a nonprofit corporation under the laws of Illinois. The board of directors is established as the authority to operate IVCA in accordance with its constitution, bylaws and board policies.

IVCA business will be conducted in accordance with the laws of Illinois, the Association's Constitution, Bylaws of the corporation, board policies and generally accepted business practices that will accomplish the IVCA mission.

#### ARTICLE 1--Duties of Officers

**Section 1. Duties of President.**

The President shall preside at all meetings of the Association or Board of Directors. It shall be his/her duty to supervise and direct the work of each of the officers, committees or employees of the Association and to enforce the Constitution and By-Laws. He/She shall countersign all checks issued by the Association.

The President shall be responsible for the appointment of trustees to serve under any trust agreement to which the Illinois Valley Contractors Association, Inc. is a party to.

**Section 2. Duties of Vice-President.**

In the absence of the President, or if the office is vacant, the Vice-President shall preside at all meetings and shall perform the duties of the President.

**Section 3. Duties of the Secretary-Treasurer.**

The Secretary-Treasurer shall collect all funds due the Association. He/She shall issue all checks in payment of bills authorized by the Board of Directors of the Association, keep all accounts of the Association, keep accurate records of all meetings of the Association or the Board of Directors and render an annual report at the Annual Meeting. He/She shall issue such correspondence of the Association as is directed by the Board of Directors. He/She shall keep all funds of the Association in a recognized banking institution in LaSalle County, Illinois, approved by the Board of Directors. He/She shall sign all checks authorized to be issued by the Board which said checks shall be countersigned either by the President or in his absence or incapacity the Vice-President of the Association.

**Section 4. Duties of the Executive Director.**

The Executive Director shall manage the day to day operations of the Association. He/She shall attend all regular and special meetings of the Association and of the Board of Directors and shall in general operate the Association in accordance with the aims and objectives of the Association as stated in its Constitution and By-Laws, and Board Policy. The Executive Director, by virtue of his/her office held with the Illinois Valley Contractors Association shall automatically be part of any "Contractor Group" or sub-Association" that has or will be established. He/She shall also perform any of the Secretary-Treasurer duties that are assigned to him/her by the Board of Directors.

**Section 5. Board of Directors**

The Board of Directors shall have full direction of all affairs of the Association except as may be limited by the laws of the State of Illinois and by the Association's Constitution and By-Laws, and except as concerns certain Labor matters which are of primary concern and are vested in the Collective Bargaining Committees. They shall meet at least quarterly, and the minutes of these meetings shall be available to active members upon request.

**ARTICLE II--Application for Membership  
and Suits by the Association**

**Section 1. Membership categories that are available are:**

General Contractor-Any person, firm or corporation, of good repute, actively engaged as a General Contractor or Construction Manager, shall be eligible for General Contractor Membership.

Associate Contractor-Any person, firm or corporation, of good repute, who is not a General Contractor or Construction Manager but who employs construction workers on construction job sites, shall be eligible for Associate Membership.

Industry Affiliate-Membership is limited to individuals or firms in affiliated industries identified with construction and who have a material interest in the welfare of the industry and this Association, and does not participate in Commercial Construction.

All applications shall be made to the Illinois Valley Contractor's Association, 1120 First Street, LaSalle, Illinois 61301 or its current address. Once the application has been approved and accepted by the Board of Directors, the Contractor shall be notified and given 30 days to present payment of Dues and a signed copy of our Constitution. If payment is not received in said 30 days, the application will be null and void. In the event that it becomes necessary for the Association to take action against any one of its members by reason of the fact that it has failed to comply with the Constitution and By-Laws, or it has failed to pay its dues and assessments, or its proportionate share of the obligations as agreed to in the application for membership, the Secretary-Treasurer of the Association may institute suit in the name of the Association, against such respective member, said action to be brought in the name of the Association and to be for its use and benefit. It shall not be necessary for each one of the members of the Association to join in said action. Suits may be begun in the name of the Association against any of the members of the Association for the failure of the latter to comply with the provisions of the Constitution and By-Laws and for failure to pay dues, assessments and the proportionate amount of the obligations of the Association.

**Section 2.** The Board of Directors of the Association may provide by resolution for the establishment of a fund and for the assessment of members therefore, for the payment of legal fees incurred by the Association for any purpose consonant with the aims and objectives of the Association as stated in this Constitution and By-Laws.

## **ARTICLE III--Conduct of Members**

**Section 1.** Any member may withdraw from the Association by submitting to an officer, a signed resignation accompanied by remittance in full of all dues and assessments outstanding against such member.

**Section 2. Expulsion for Non-Payment of Obligations.**

Any member whose dues are unpaid for three months after becoming due and payable, or who shall not have made full payment of assessments as provided in the Association's Rules of Procedure, shall be notified that his membership in the Association shall cease unless such dues and/or assessments are paid within thirty days. However, the Board may, in its discretion, reinstate a member upon payment of all such dues and/or assessments in arrears.

**Section 3. Expulsion for Reasons other than Non-Payment of Obligations.**

(a) Any member accused in writing by five members of improper practices, or acts injurious to the interests of the Association, or of not fulfilling the obligations of membership in a satisfactory manner, may be expelled by the Board of Directors.

(b) A member so charged shall have the opportunity to see the charges brought against him, and to answer them in writing.

(c) Both the charges and the accused member's replies shall be considered by the Board and their action taken by secret ballot. Two-thirds of the total Board must approve a motion to expel.

(d) If the accused member appeals from a decision of the Board, its action shall not become effective until confirmed by a majority vote of members attending and voting at the next annual business meeting.

(e) In the interim, an accused member is entitled to continue to receive the privileges of membership.

(f) Should any member be expelled from the Association, he shall not again be entitled to membership, except that the Board may decide that extenuating circumstances and subsequent record may favor an application for admission from the expelled member. In any event, such application may not be accepted by the Board within two years from the date of expulsion unless new evidence is discovered which alters the decision of the Directors.

## **ARTICLE IV--Indemnification**

**Section 1. Power and Scope of Indemnification:**

(a) IVCA has the power to indemnify any person who is or was made a party, or is threatened to be made a party, to any proceeding by reason of the fact that he or she is or was a Director, Officer, employee or agent of the corporation, if: (i) such person conducted himself or herself in good faith; and (ii) such person reasonably believed (A) in the case of conduct in an official capacity on behalf of IVCA, that the conduct was in IVCA's best interests, and (B) in all other cases, that the conduct was at least not opposed to IVCA's best interests; and (iii) in the case of any criminal proceeding, such person had

no reasonable cause to believe the conduct was unlawful.

(b) Indemnification may be made against judgments, penalties, fines, settlements and reasonable expenses actually incurred by the person in connection with the proceeding; except that if the proceeding was by or in the right of IVCA, indemnification may be made only against such reasonable expenses and is not to be made in respect of any proceeding in which the person has been adjudged to be liable to IVCA. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the person did not meet the requisite standards of conduct and reasonable belief set forth in Section 1(a).

(c) A Director or other individual may be indemnified as described herein by a determination of the Board of Directors. In addition, in the absence of such determination, a Director or other individual who has been wholly successful, on the merits or otherwise, in the defense of any proceeding referred to in this Section 3 may be indemnified against reasonable expenses incurred in connection with the proceeding, if such indemnification is pursuant to court order. A court of appropriate jurisdiction, upon application of a Director or other individual with such notice as the court requires, is hereby granted authority to order indemnification in the following circumstances:

(A) if it determines a Director or other individual is entitled to reimbursement for the reasons set forth in this Section, in which case the Director or other individual is also entitled to recover the expenses of securing such reimbursement; or

(B) if it determines that the Director or other individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the individual has met the standard of conduct set forth in this Section or has been adjudged liable in the circumstances described in Section 2 of this Article, the court may order such indemnification as the court deems proper, except that indemnification with respect to any proceeding by or in the right of IVCA or in which liability has been adjudged in the circumstances described in Section 2 of the Article is to be limited to expenses.

(d) A court of appropriate jurisdiction may be the same court in which the proceeding involving the Director's or other individual's liability took place.

**Section 2. No Indemnification:**

(a) A Director or other individual may not be indemnified under Section 1 of this Article in respect of any proceeding charging improper personal benefit to the individual, whether or not involving action in an official capacity, in which the individual has been adjudged to be liable on the basis that personal benefit was improperly received by the individual.

(b) No indemnification under Section 1 of this Article is to be made by IVCA unless a determination is made in such case that indemnification of the Director or other individual is permissible in the circumstances because the individual has met the standard of conduct set forth in Section 1. Such determination is to be made: (i) by the Board of Directors by a majority vote of a quorum consisting of Directors not at the time parties to

the proceeding; or (ii) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board, duly designated to act in the matter by a majority vote of the full Board (in which designation Directors who are parties may participate), consisting solely of two or more Directors not at the time parties to the proceeding; or (iii) by special legal counsel, selected by the Board of Directors or a committee thereof by vote as set forth in clauses (i) or (ii) of this Section.

(c) Authorization of indemnification and determination as to reasonableness of expenses is to be made in the same manner as the determination that indemnification is permissible.

***Section 3. Reimbursement:***

Reasonable expenses incurred by a Director or other individual who is a party to a proceeding may be paid or reimbursed by IVCA in advance of the final disposition of such proceeding upon receipt of:

(a) A written affirmation by the Director or other individual of a good faith belief that the individual has met the standard of conduct necessary for indemnification by IVCA as authorized in this Article; and

(b) A written undertaking by or on behalf of the Director or other individual to repay such amount if it is ultimately determined that the individual did not meet such standard of conduct, and if a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required by this clause is to be an unlimited general obligation of the Director or individual but need not be secured and may be accepted without reference to financial ability to make repayment. Determinations and authorizations of payments under this Section 3 are to be made in the manner specified in Section 2 of this Article.

***Section 4. Validity:***

No provisions for IVCA to indemnify or to advance expenses to a Director or other individual who is made party to a proceeding, whether contained in the Articles of Incorporation, these By-laws, a resolution of Directors, an agreement or otherwise (except as contemplated by Section 6 of this Article) is valid unless consistent with this Article. Nothing contained in this Article limits IVCA's power to pay or reimburse expenses incurred by a Director or other individual in connection with an appearance as a witness in a proceeding at a time when the individual has not been made a named defendant or respondent in the proceeding.

***Section 5. Indemnification of Officers, Employees or Agents:***

(a) An officer of IVCA is to be indemnified as and to the same extent provided in Section 1 of this Article for a Director and is entitled to the same extent as a Director to seek indemnification pursuant to the provisions of such Section 1,

(b) IVCA has the power to indemnify and to advance expenses to an officer, employee or agent of the corporation to the same extent that it may indemnify and advance expenses to Directors pursuant to this Article; and

(c) IVCA, in addition, has the power to indemnify and to advance expenses to an officer, employee or agent who is not a Director to such further extent, consistent with law, as may be provided by the Articles of Incorporation, these By-laws, general or specific action of the Board of Directors, or contract.

***Section 6. Indemnification:***

As provided in this Article indemnification shall continue as to an individual who has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the heirs of such individual.

**ARTICLE V--Contractor Groups / Sub Associations**

**Section 1.** "Contractor Groups" or "Sub Associations" may be created by the authority of the I.V.C.A. Constitution. Once created, these organizations:

A. Shall meet periodically to elect a Chairman from its membership. The Chairman shall serve for 12 months or until duly replaced. The Executive Director of I.V.C.A. shall serve as Executive Secretary of these organizations.

B. Automatically have as its members, all members of the Illinois Valley Contractors Association that are signatory to the particular I.V.C.A. contract that governs that Contractor Group...Example: Contractor A is signatory to the I.V.C.A. contract with the Carpenters Local Union, therefore he is automatically a member of the Illinois Valley Carpenter Contractors Association".

C. Shall make recommendation to the Board of Directors on items such as:

1. Who will represent the I.V.C.A. on Joint Board.
2. Who will represent the I.V.C.A. on Negotiating Committees.
3. Labor/Management philosophies specific to its industry.
4. Presentation of Education and/or Promotional Programs.

**ARTICLE VI--Dues and Assessments**

Dues, Initiation fees and assessments of the members shall be such as are established from time to time by the vote of two-thirds of the members of the Board of Directors of the Association.


**ARTICLE VII--Amendments**

**Section 1.** These Illinois Valley Contractor's Association By-Laws may be amended from time to time by a vote of two-thirds of the members of the Board of Directors of the Association present at a regular meeting of the Board of Directors providing that notice of the proposed amendment to the By-Laws shall have been given to each member of the Board of Directors in writing by United States mail at least forty-eight hours prior to the convening of the regular meeting of the Board at which such amendment of the By-Laws shall be considered.

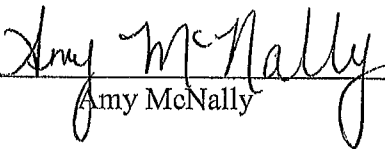
These BY-Laws have been:

*Amended and Adopted* at a Regular Board Meeting held on September 17, 2025 pursuant to Notice to all members of the Association's Board of Directors.

**IL. VALLEY CONTRACTOR'S ASSOC.  
President**

  
\_\_\_\_\_  
Keith Conrad

**IL VALLEY CONTRACTOR'S ASSOC.  
Executive Director**

  
\_\_\_\_\_  
Amy McNally