BIDDER SUMMARY SHEET <u>ITB #21-052</u> Oakley Avenue Stormwater Improvements

Business Name: <u>H. Linden & Sons Sewer and Water, Inc.</u>
722 E. SOUTH ST. UNIT D Street Address: PLANO, IL 60545
City, State, Zip:
Contact Name: Steve Linden
Title: Sec Treas
Phone: <u>U30-552-9955</u> Fax: <u>U20-522-0955</u>
E-Mail address: adminchlindensons.com
GRAND TOTAL BID PRICE \$ 157,772.00
AUTHORIZATION & SIGNATURE
Name of Authorized Signee: Steve Linden
Signature of Authorized Signee:
Title: Sec Treas Date: 9/27/21

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ORLAND PARK CERTIFICATE OF COMPLIANCE

Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersignedSteve Linden	'
(Enter Name of Person Making Certification)	
as <u>Sel</u> Treas	
(Enter Title of Person Making Certification)	Consection of
H. Linden & Sons Sewer and Water, Inc. and on behalf of	
(Enter Name of Business Organization)	GROOM ST
certifies that Bidder is:	
1) <u>A BUSINESS ORGANIZATION</u> : Yes M No []	
Federal Employer I.D. #: <u>34 - 2930832</u> (or Social Security # if a sole proprietor or individual)	
The form of business organization of the Bidder is (<i>check one</i>):	
Sole Proprietor Independent Contractor <i>(Individual)</i> Partnership LLC	
V Corporation IIII0015 8 9 77 (State of Incorporation) (Date of Incorporation)	
2) <u>AUTHORIZED TO DO BUSINESS IN ILLINOIS</u> : Yes [V]) No []	

The Bidder is authorized to do business in the State of Illinois.

3) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: Yes [1] No []

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) <u>SEXUAL HARASSMENT POLICY COMPLIANT</u>: Yes [/] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a

minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes () No []

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the lllinois Human Rights

Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) <u>PREVAILING WAGE COMPLIANCE</u>: Yes (1) No []

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Village reserves the right to with his provision of the Act.

7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes [X[] No []

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

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Brief Description of Program: <u>See</u> a Hached certificates

8) TAX COMPLIANT: Yes [XD No []

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services/necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Steve Linden Name of Authorized Officer

Sec Irreas Title

92721 Date



• ecc/01 42-L chicagolaborers.org

Executive Director Thomas Nordeen

Labor Trustees

James P. Connolly Martin Flanagan Joseph V. Healy Charles V. LoVerde III William Martin

Management Trustees

Seth Gudeman Shane Higgins Joseph Koppers Robert G. Krug David Lorig William Vignocchi

Carol Stream Location 1200 Old Gary Avenue Carol Stream IL 60188 (630) 653-0006

Chicago Location 5700 West Homer Street Chicago IL 60639 10 August 2021

H. Linden & Sons Sewer & Water, Inc.722 E. South Street, Unit DPlano, Illinois 60545

To Whom It May Concern:

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

You may also use this letter as verification that H. Linden & Sons Sewer & Water, Inc. is indeed signatory to the Fox Valley Welfare and Pension Fund and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,

Miranda Maddie Office Manager







The C II 017990001 Registration Xo. Date REVISED August 13, 2004 Annie 12, 1999 Office of Apprenticeship Arxining, Amployee and Aabor Services Anites States Department of 2 Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship Chicagoland Laborers' J.A.T.C. Carol Stream, Illinois For the Trade - Construction Craft Laborer Mureau of Apprenticeship and Training established by the Secretary of Babor Certificate of Registration Idministrator, Apprenticeship Iraining, Comployer and Babor Services Secretary of Babos R.J. Chas Jurohamy Sumage

TO: +16305220955 P. 4

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 1508, 150A, 150C, 150RA, 150D, 150G, 150M AFFILIATED WITH THE A.E.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY PRESIDENT-BUSINESS MANAGER



(708) 482-8800 · FAX (708) 462-7186 6200 JOLIET ROAD COUNTRYSIDE, IL 60525-3992

August 9, 2021

H Linden & Son S & W Inc 722 E South St., Unit D Plano, Il 60545

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

Dear Sir or Madam:

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

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

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

Very truly yours,

IUOE, Local 150, AFL-CIO District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

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REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder	's Name:	den & Sons Sewe	er and Water, Inc.		
-:		(En	ter Name of Busin	ness Organization)	
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ein IL 60060 IL 60507 IL 60803	Julie Morrison
ein IL 60060 .	Keith Mulholland
IL 60060	Kurt Muth
	John Briggs
Chicago Heights IL 60411 John Car	John Caruso
Burnham IL 60663 David Sh	David Shilling
City State Zip Contact	Contact

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE H.	Linden & Sons Sewer & Water, Inc.					
722 E. South Street, Unit D Plano, IL 60545						
as Principal, hereinafter called the Principal, and North Ar	nerican Specialty Insurance Company					
1200 Main Street, Suite 800, Kansas City, MO 64105						
a corporation duly organized under the laws of the State o	fNH					
as Surety, hereinafter called the Surety, are held and firml	y bound unto Village of Orland Park					
14700 South Ravinia Ave. Orland Park, IL 60462						
as Obligee, hereinafter called the Obligee, in the sum of						
	Dollars (\$ 10%),					
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.						
WHEREAS, the Principal has submitted a bid for Oakley Avenue Stormwater Improvements						

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this27th		day of	September	,
Bld	r.l		H. Linden & Sons Sewer & Water, Inc. (Principal)	(Seal)
(Wi	itness)		By: £IC	<u>Sec Irreas</u> (Title)
Kimberly R. Holmes	ness)		North American Specialty Insurance Company (Surety) By: Revel E. Hernandez	(Seal) (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

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		G-23208-B

STATE OF	Illinois		
COUNTY OF	Cook		

I, Ann Marie	Waters	Notary Pub	lic of	Cook		County,		
in the State of	Illinois	, do hereby	certify that	Rachel E. H	ernandez	na managa na sana ang sana sa		
Attorney-in-Fact, of the North American Specialty Insurance Company								
who is	personally known t	o me to be the sa	me person v	vhose name	<u></u>	is		
subscribed to the fore	egoing instrument, a	appeared before r	ne this day i	n person, and				
acknowledged that he	e signed, sealed ar	nd delivered said i	instrument, f	or and on beh	alf of the			
North American Specialty Insurance Company								
for the uses and purposes therein set forth.								
Given under my hand and notarial seal at my office in the City of Naperville								
in said County, this	27th	_ day of	Septemt	ber	A.D., _	2021		
			~	la (14			

Notary Public Xin đ œ Ann Marie Waters

My Commission expires: _____ July 5, 2025



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM CAHILL, KIMBERLY SAWICKI, ANN MARIÉ WATERS, KIMBERLY R. HOLMES,

KAREN A. RYAN, RICHARD A. FREEBOURN and RACHEL E. HERNANDEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this <u>4TH</u> day of <u>MAY</u>, 2020.

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook ss:

On this <u>4TH</u> day of <u>MAY</u>, 20<u>20</u>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>Michael A. Ito</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

1. <u>Jeffrey Goldberg</u>, the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of September , 20 21

Cumero Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Speciality Insurance Company