

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2025-0177

**Contract #:** 20250173

**Start date:** 3/3/2025

**End date:** 6/30/2025

**Amount:** \$ 67,478.00

**Contingency Amount:** \$ 6,747.80

**Department:** Public Works

**Total Contract Amount:** \$ 74,225.80

**Contract Type:** Contractor

**Contractors Name:** Anthem Excavation and Demolition Inc

**Status of Ownership:** Women-Owned

**Status of Sub:** N/A

**Certification:** Attached

Self-Certifying

Did not disclose

**Contract Description:** George Brown Commons Demolition and Site Restoration





**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
Anthem Excavation and Demolition Inc. FOR George Brown Commons Demolition and Site Restoration**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 3rd day of March, 2025, by and between the Village of Orland Park (hereinafter referred to as “VILLAGE”) and Anthem Excavation and Demolition Inc. (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the George Brown Commons Demolition and Site Restoration (hereinafter referred to as “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. **Scope of Work:** The Contractor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:
  - The Contractor’s Proposal/Bid No. \_\_\_\_\_, and dated February 18, 2025; and/or
  - Village of Orland Park ITB/RFP/Purchase Order No.ITB 25-008.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$74,225.80 (“Contract Price”)
- a not-to-exceed Proposal or Bid amount of \$67,478.00, plus \$6,747.80 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$74,225.80 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$74,225.80. Said price shall be the total compensation for Contractor’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

**\*1370202-03-1-16\***

For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

- B. Invoices: The Contractor agrees to and shall prepare and submit:
- an invoice to the Village upon completion of and approval by the Village of the Work; or
  - invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- 10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other

**\*1370202-03-2-16\***

governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:  
 Scope of Services as set forth in the Contractor's proposal dated February 18, 2025 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)

**\*1370202-03-3-16\***

Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than March 3, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than June 30, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.

B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's

**\*1370202-03-4-16\***

officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.

- C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.

11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.

12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

13. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with

**\*1370202-03-5-16\***

the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii)  Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;

(Required for large construction projects; applicable if box is checked)

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

**\*1370202-03-6-16\***

- (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).
- (v)  Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;  
(Required for a general contractor on a building construction project; applicable if box is checked)
- (vi)  Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and  
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
- (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.
- (viii)  Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
- (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
- (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and

**\*1370202-03-7-16\***

endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

**\*1370202-03-8-16\***

- N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

14. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

**\*1370202-03-9-16\***

- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Contractor certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

**\*1370202-03-10-16\***

18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.
19. Equal Employment Opportunity: The Contractor shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor t and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
22. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor’s are in no sense employees of the Village, it being specifically agreed that in respect to the

**\*1370202-03-11-16\***

Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

23. Prevailing Wage Act Notice [Check box that applies]:

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and 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/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24.  Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.

25. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that

**\*1370202-03-12-16\***

the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

26. Standard Specifications:

- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the “Illinois Manual Uniform Traffic Control Devices for Streets and Highways”.

27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,

28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor’s expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village’s designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village’s designee, with new plantings of good health and quality with species consistent with the recommendation of the Village’s designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.

**\*1370202-03-13-16\***

31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
33. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.
34. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the Village:**

Name: Mike Mazza

Village of Orland Park

**To the Contractor:**

Name: Elizabeth Bos

Anthem Excavation and Demolition Inc.

**\*1370202-03-14-16\***

14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6108  
Facsimile: \_\_\_\_\_  
Email: mmazza@orlandpark.org

PO Box 496  
Itasca, IL, 60143  
Telephone: 630-361-3094  
Facsimile: \_\_\_\_\_  
e-mail: elizabeth@elizabethbos.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

35. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties
36. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
37. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
38. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
40. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
41. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

**\*1370202-03-15-16\***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Anthem Excavation and Demolition Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Elizabeth Bos  
on 2025-03-25 19:44:15 GMT

By: E-SIGNED by Jim Culotta  
on 2025-03-25 22:23:01 GMT

Name: Elizabeth Bos

Name: Jim Culotta

Its President

& Authorized Agent

Title: Interim Village Manager

EXHIBIT A  
[ATTACH]  
Scope of Work as set forth in Contractor's Proposal dated February 18, 2025  
or Village RFP, ITB, and/or Purchase Order No. ITB 25-008 dated January 22, 2025

EXHIBIT B  
[ATTACH IF REQUIRED]  
Schedule of Fees

**\*1370202-03-16-16\***

# EXHIBIT A

## BIDDER SUMMARY SHEET ITB #25-008

George Brown Commons Demolition and Site Restoration

Business Name: Anthem Excavation + Demolition Inc.

Street Address: PO Box 496

City, State, Zip: Itasca IL 60143

Contact Name: Dan Bos

Title: VP

Phone: 630.361.3094 Fax: \_\_\_\_\_

E-Mail address: dan\_bos@att.net elizabeth@elizabethbos.com

### Price Proposal

GRAND TOTAL BID PRICE\* \$ 67,478.00

\*Includes Project Allowance

### AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Elizabeth Bos

Signature of Authorized Signee: Elizabeth Bos

Title: President Date: 2/18/2025



Anthem Excavation & Demolition, Inc.  
Corporate Address 5N547 Central Rd, Itasca, IL 60143  
Mailing Address PO Box 496, Itasca, IL 60143  
Office (630) 250-8212  
Elizabeth Bos (630) 768-1508 elizabeth@elizabethbos.com  
Dan Bos (630) 361-3094 dan\_bos@att.net  
EIN 20-4078258

- Elizabeth Bos, Owner and President
- Daniel Bos, Owner and Vice President
- WBE Certified with State of Illinois Business Enterprise Program and DuPage County
- Incorporated January 2006; S Corporation
- 7 Full time Employees

Demolition Work for the last 5 years:

2024	\$1,451,017
2023	\$1,530,993
2022	\$1,190,839
2021	\$1,284,126
2020	\$577,912
2019	\$293,251

List of References for recent demolition and site restorations projects:

City of Aurora  
Josh Alcaraz  
AlcarazJ@aurora.il.us  
630-844-3618

Waukegan Park District  
Tim Girmscheid  
tgirmscheid@waukeganparks.org  
847-244-7275

Village of Wauconda  
Luke Markko  
lmarkko@wauconda-il.gov  
312-209-0579

Village of Volo  
Jonathan Meyer  
jmeyer@villageofvolo.com  
847-740-6982

Village of New Lenox  
Brian Williams  
bwilliams@newlenox.net  
815-215-4803

Asbestos Abatement:

- None

Project Timeline:

- If we are the successful low bidder, Anthem Excavation & Demolition will begin demolition within ten (10) days of the Notice of Award Letter.

File Number

6466-936-2



**To all to whom these Presents Shall Come, Greeting:**

*I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ANTHEM EXCAVATION & DEMOLITION INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 06, 2006, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of OCTOBER A.D. 2024 .***



Authentication #: 2427603312 verifiable until 10/02/2025  
Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulis*  
SECRETARY OF STATE



MEMBERSHIP | ADVOCACY | SAFETY | TRAINING

To Whom It May Concern,

Pursuant to Section 30-20 of the Illinois Procurement Code (30 ILCS 500/30-22 (6)), as well as any other applicable or relevant Responsible Bidder laws or ordinances that require "participation in an approved United States Department of Labor Apprenticeship Training Program," this letter is to verify that Anthem Excavation & Demolition, Inc. is a member in good standing with Associated Builders & Contractors, IL ("ABCIL") until December 31, 2025. Please be advised that our Association maintains approved apprenticeship training programs certified by the U.S. Department of Labor. As a member in good standing with ABCIL, Anthem Excavation & Demolition, Inc. has full access to such programs. Non-members and any members not in good standing do not have such access. ABCIL's certification is enclosed herein.

If you need any further information or verification, please feel free to contact me.

Sincerely,

Alicia Martin  
President  
ABC – Illinois

# CERTIFICATE OF MEMBERSHIP

THIS IS TO PROUDLY CERTIFY THAT

## Anthem Excavation & Demolition, Inc.

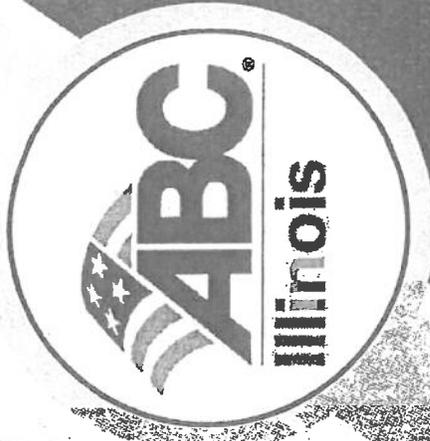
IS A MEMBER IN GOOD STANDING OF ASSOCIATED BUILDERS & CONTRACTORS, INC. ILLINOIS CHAPTER FOR THE YEAR OF 2025

*Alvin Martin*

PRESIDENT

600 S. 2nd Street  
Suite 403  
Springfield, IL 62704  
(217) 523-4692

2458 Elmhurst Road  
Elk Grove Village, IL 60007  
(847) 709-2960



## Commission on Equity and Inclusion - Certification Summary

(Anthem Excavation & Demolition Inc.)

### Certification Summary

#### Certification Information

<b>Certification Action</b>	New	<b>Certification Status</b>	Active
<b>Certification Type</b>	Women Business Enterprise	<b>Application Type</b>	Full BEP VBP Application
<b>Certification Date</b>	10/17/2022	<b>Expiration Date</b>	10/17/2029
<b>Next Renewal Date</b>	10/17/2023		

#### Vendor Information

<b>Legal Business Name</b>	Anthem Excavation & Demolition Inc.	<b>Doing Business As (DBA/Trade) Name</b>	
<b>Physical Address</b>	5N547 Central Rd, Itasca, Illinois, 60143	<b>Mailing Address</b>	P.O. Box 496, Itasca, Illinois, 60143
<b>Physical Address County</b>	DuPage	<b>Mailing Address County</b>	
<b>Business Phone Number</b>	(630) 361-3094	<b>Website URL</b>	
<b>House of Representative District Number</b>		<b>Senate District Number</b>	

#### Company Ownership Details

<b>Company Legal Structure</b>	Corporation	<b>Nature of Business</b>	Anthem Excavation & Demolition Inc.
<b>Date Established</b>	01/06/2006	<b>Date Incorporated</b>	01/06/2006
<b>Owner Name</b>	Elizabeth Bos	<b>Title</b>	Ms.
<b>Contact Number</b>	(630) 361-3094	<b>Contact Email</b>	
<b>Ethnicity</b>	Caucasian American	<b>Gender</b>	Female

#### Capabilities

<b>NAICS Codes</b>		<b>NIGP Codes</b>	912 - 40 - Demolition Services, 912 - 44 - Excavation Services, 968 - 32 - Demolition
--------------------	--	-------------------	---------------------------------------------------------------------------------------------

#### Letters & Certificates

<b>Letter Type</b>	<b>Letter Date</b>	<b>View</b>

2-1-1

Get Connected. Get Help.™



**DUPAGE  
COUNTY**

## COMMUNITY SERVICES

630-407-6500

Fax: 630-407-6501

[csprograms@dupagecounty.gov](mailto:csprograms@dupagecounty.gov)

[www.dupagecounty.gov/community](http://www.dupagecounty.gov/community)

Community  
Development  
630-407-6600  
Fax: 630-407-6601

Family Center  
422 N. County Farm Rd.  
Wheaton, IL 60187  
630-407-2450  
Fax: 630-407-2451

Housing Supports  
and Self-Sufficiency  
630-407-6500  
Fax: 630-407-6501

Intake and Referral  
630-407-6500  
Fax: 630-407-6501

Senior Services  
630-407-6500  
Fax: 630-407-6501

May 17, 2024

Elizabeth Bos, President  
Anthem Excavation & Demolition, Inc.  
P.O. Box 496  
Itasca, IL 60143

Email: [elizabeth@elizabethbos.com](mailto:elizabeth@elizabethbos.com)

Expiration Date: May 23, 2025

Hello,

We have received your renewal information as a Woman Owned Business for DuPage Community Development Commission's Minority and Women Owned Business List. Your business has been updated with us for another year. This list can be viewed at [Women and Minority Business Enterprise Contractors \(dupagecounty.gov\)](http://www.dupagecounty.gov).

This directory is provided to entities that receive federal funding through this office.

If you have any further questions, please call me at (630) 407- 6600.

Sincerely,

Majory M. Fletcher  
Sr. Project Coordinator

Copy

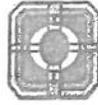
**MAYOR**

Keith Pekau

**VILLAGE CLERK**

Patrick R. O'Sullivan

15655 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6350  
orlandpark.org



**ORLAND  
PARK**

**PUBLIC WORKS**

**TRUSTEES**

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radoszewski

**1/30/2025**

**ADDENDUM #1**

**RFP 24-009 - George Brown Commons Demolition and Site Restoration**

The following clarifications have been made to the project specifications for RFP 24-009 - George Brown Commons Demolition and Site Restoration:

- 1) All trees on site shall remain and be protected per Section 31 10 00 unless otherwise determined by the Village as a part of the base bid for this project;
- 2) All shrubs and other plant materials shall be removed as a part of the base bid for this project;
- 3) All interior sidewalks, paver walkways, guardrails and asphalt be removed as a part of the base bid for this project;
- 4) The Rooftop Unit (RTU) in the building will be removed by Public Works prior to the commencement of demolition;
- 5) Anything left inside the building at the time of demolition shall be considered unwanted and shall be removed by the contractor as a part of the base bid for this project.

**END OF ADDENDUM**

1/30/2025  
Rcvd EPB



 **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 undersigned Elizabeth Bos,  
(Enter Name of Person Making Certification)

as President  
(Enter Title of Person Making Certification)

and on behalf of Antium Excavation + Demolition Inc.  
(Enter Name of Business Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes  No

Federal Employer I.D. #: 20-4078258  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation IL 1/2006  
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned
- Women-Owned
- Veteran-Owned
- Disabled-Owned
- Small Business  (SBA standards)
- Prefer not to disclose
- Not Applicable

How are you certifying? Certificates Attached  Self-Certifying

**STATUS OF OWNERSHIP FOR SUBCONTRACTORS**

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned
- Women-Owned
- Veteran-Owned
- Disabled-Owned
- Small Business  (SBA standards)
- Prefer not to disclose
- Not Applicable

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes  No

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

4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes  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.

5) SEXUAL HARASSMENT POLICY COMPLIANT: 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."

6) 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 Vendor's obligations under the Illinois 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.

7) PREVAILING WAGE COMPLIANCE:      Yes       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 withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT: Yes  No

In the manner and to the extent required by law, this ITB/RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 *et seq.* as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Bidder shall maintain full compliance with its requirements.

9) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes  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.

Name of A&T Program: Associated Builders + Contractors

Brief Description of Program: See attached

10) TAX COMPLIANT: Yes  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:**

Elizabeth Bos  
Signature of Authorized Officer

Elizabeth Bos  
Name of Authorized Officer

President  
Title

2/18/2025  
Date

REFERENCES

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

Bidder's Name: Antium Excavation + Demolition Inc.  
*(Enter Name of Business Organization)*

1. ORGANIZATION See Attached  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_

2. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_

3. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_





# ORLAND PARK

## INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><b>WORKERS' COMPENSATION &amp; EMPLOYER LIABILITY</b>  Full Statutory Limits - Employers Liability  \$500,000 – Each Accident  \$500,000 – Each Employee  \$500,000 – Policy Limit  <b>Waiver of Subrogation in favor of the Village of Orland Park</b></p> <p><b>AUTOMOBILE LIABILITY</b> (ISO Form CA 0001)  \$1,000,000 – Combined Single Limit Per Occurrence  Bodily Injury &amp; Property Damage. Applicable for All Company Vehicles.</p> <p><b>GENERAL LIABILITY</b> (Occurrence basis) (ISO Form CG 0001)  \$1,000,000 – Combined Single Limit Per Occurrence  Bodily Injury &amp; Property Damage  \$2,000,000 – General Aggregate Limit  \$1,000,000 – Personal &amp; Advertising Injury  \$2,000,000 – Products/Completed Operations Aggregate</p> <p><b>ADDITIONAL INSURED ENDORSEMENTS:</b>  <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> <li>• <b>ISO CG 20 10 or CG 20 26 (or Equivalent)</b> Commercial General Liability Coverage</li> <li>• <b>CG 20 01 Primary &amp; Non-Contributory (or Equivalent)</b> The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants.</li> <li>• <b>Blanket General Liability Waiver of Subrogation - Village of Orland Park</b> A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.</li> </ul>	<p><b>LIABILITY UMBRELLA</b> (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence  \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence  \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____  <b>EXCESS MUST COVER:</b> General Liability, Automobile Liability, Employers' Liability</p> <p><b>PROFESSIONAL LIABILITY</b></p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____  Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <b>BUILDERS RISK</b>  Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> <b>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</b>  \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> <b>CYBER LIABILITY</b>  \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> <b>CG 20 37 ADDITIONAL INSURED</b> – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 7th DAY OF March, 2025

  
\_\_\_\_\_  
Signature  
**Elizabeth Bos, President**  
\_\_\_\_\_  
Printed Name & Title

Authorized to execute agreements for:  
**Anthem Excavation & Demolition Inc**  
\_\_\_\_\_  
Name of Company





## ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER AB2289410		ANTHEM EXCAVATION & DEMOLITION INC 5N547 CENTRAL RD ITASCA, IL 60143	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 3/7/2025	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

(REMARKS CONTINUED)  
EXCESS/UMBRELLA POLICY FOLLOWS FORM

WAIVERS:  
SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):  
VILLAGE OF ORLAND PARK

WORKERS COMPENSATION EXCLUSIONS:  
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** ANTHEM EXCAVATION

**Endorsement Effective Date:** 3/7/2025

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

VILLAGE OF ORLAND PARK

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**  
**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement modifies insurance provided under the following:

**WORKERS COMPENSATION INSURANCE POLICY**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right to take direct action against the person or organization named in the Schedule below. This agreement applies only to the extent that you perform work for others who require you to obtain this agreement.

This agreement shall not operate to directly or indirectly benefit anyone not named in the Schedule. We maintain our right to assert a lien on any action taken by any person(s) against the person or organizations named in the Schedule.

**SCHEDULE**

Persons or organizations to whom a certificate of insurance has been issued and approved by us, and that certificate waives our rights of subrogation against the certificate holder under this policy and is in effect at the time of the occurrence.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

**Cancellation**

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

**Includes copyrighted material of Insurance Services Office, Inc., with its permission.**

**Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.**

**Contains copyrighted material of the National Council on Compensation Insurance, with its permission.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - MULTIPLE INTERESTS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM(S)  
OWNERS AND CONTRACTORS PROTECTIVE COVERAGE FORM(S)  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM(S)**

**SCHEDULE**

**Name of Person or Organization:**

**An entity listed as an additional insured on a certificate of insurance issued and approved by us during this policy period.**

**A. Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your operations or premises owned, leased, or rented by you, subject to the following.

If the person(s) or organization(s) shown in the Schedule:

**1. Is a mortgagee, assignee, or receiver:**

- a. This insurance is limited to its liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of premises you lease or occupy.
- b. This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

**2. Is a manager of premises you lease or is an owner or another interest from whom you have leased land,** this insurance is limited to its liability arising out of the ownership, maintenance or use of the premises or land leased to you, and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" that takes place after you cease to be a tenant in that premises or lease the land.
- b. Structural alterations, new construction or demolition operations performed by or for that person or organization.

**3. Has financial control of you, or owns, maintains or controls premises you lease or occupy:**

- a. This insurance is limited to its liability arising out of its financial control of you; or premises it owns, maintains or controls while you lease or occupy these premises.
- b. This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

**Includes copyrighted material of Insurance Services Office, Inc., with its permission, 2012.**

4. **Is a grantor of a franchise to you**, this insurance is limited to its liability as a grantor of a franchise to you.
5. **Is a concessionaire trading under your name**, this insurance is limited to its liability as a concessionaire, trading under your name.
6. **Is a co-owner of premises you own**, this insurance is limited to its liability as co-owner of the premises you own.
7. **Leases equipment to you**, this insurance is limited to its liability arising out of the maintenance, operation, or use by you of the equipment leased to you by such person or organization, and is subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" that takes place after the equipment lease expires;
- b. "Bodily injury" or "property damage" arising out of the sole negligence of that person or organization.

8. **Is an architect, engineer or surveyor you have engaged**, this insurance is limited to its liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In connection with your premises; or
- b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

9. **Is an engineer, architect or surveyor not engaged directly by you but is required to be added as an additional insured on your policy**, this insurance is limited to its liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations performed by you or on your behalf.

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- b. Supervisory, inspection, or engineering services.

**Includes copyrighted material of Insurance Services Office, Inc., with its permission, 2012.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- 10. Is a person or organization for whom you are performing operations and with whom you have agreed in a written contract or agreement that such person or organization be included as an additional insured on your policy,** this insurance is limited to its liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that insured. A person's or organization's status as an insured under this paragraph ends when your operations for that insured are completed or the contractor's agreement is terminated.

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional services by or for you, including;

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- 11. Is a state or political subdivision that has issued a permit for operations performed by you or on your behalf,** the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or political subdivision; or
- b. "Bodily injury" or "property damage" included within the "products - completed operations hazard".

- 12. Is a state or political subdivision that has issued a permit in connection with premises you own, rent, or control,** this insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- b. The construction, erection, or removal of elevators; or
- c. The ownership, maintenance, or use of any elevators covered by this insurance.

- 13. Has an insurable interest in the premises owned by or rented to you, and whose interest is not more specifically described in this endorsement,** this insurance is limited to liability arising out of those premises owned by or rented to you.

Includes copyrighted material of Insurance Services Office, Inc., with its permission, 2012.

- B.** The following applies to the additional insureds described in paragraphs **A.1.** through **A.13.** above:
1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Limits Of Insurance (Section II – Liability, item D. Liability And Medical Expense Limits Of Insurance** in the Businessowners Coverage Form):

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

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission, 2012.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
VILLAGE OF ORLAND PARK	GEORGE BROWN COMMONS - 15035 WEST AVE, ORLAND PARK IL 60462
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

<b>Name Of Person Or Organization:</b> VILLAGE OF ORLAND PARK
------------------------------------------------------------------

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2025

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).

<b>PRODUCER</b> HIEU T TRAN (07591) 310 S MAIN ST UNIT G LOMBARD, IL 60148-0000	<b>CONTACT NAME:</b> HIEU T TRAN <b>PHONE (A/C, No, Ext):</b> 630-620-9295 <b>E-MAIL ADDRESS:</b> HIEU.TRAN@COUNTRYFINANCIAL.COM	<b>FAX (A/C, No):</b> 630-620-9809
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 3094857 ANTHEM EXCAVATION & DEMOLITION INC 5N547 CENTRAL RD ITASCA, IL 60143	<b>INSURER A:</b> COUNTRY Mutual Insurance Company	<b>NAIC #</b> 20990
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

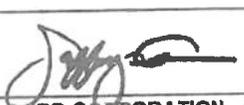
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	AB2289410	1/16/2025	1/16/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	AB2289410	1/16/2025	1/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	AU2289410	1/16/2025	1/16/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AW2289410	1/16/2025	1/16/2026	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**WAIVERS:**  
THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.  
(CONTINUED)

**CERTIFICATE HOLDER** **CANCELLATION**

VILLAGE OF ORLAND PARK ATTN: CLERK'S OFFICE 14700 S. RAVINIA AVENUE ORLAND PARK, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB2289410		ANTHEM EXCAVATION & DEMOLITION INC 5N547 CENTRAL RD ITASCA, IL 60143	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 2/10/2025	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED(S):  
VILLAGE OF ORLAND PARK

WORKERS COMPENSATION EXCLUSIONS:  
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY  
ENDORSEMENT.



# Contractual Risk Transfer Evaluation Summary

Date 3/10/25

Vendor/Contractor Name: Anthem Excavation & Demolition Inc.  
 Contract/Project Name/ #: George Brown Commons Demolition  
 Contract Type:  Contractor  Prof. Svcs  Goods Only  MSA  
 MSA Title \_\_\_\_\_  
 Type of Work: Demolition  
 Contract/Project Summary: **George Brown Commons Demolition Project**  
 Policy Expiration Date: 1/16/26

**Required Coverages/Limits – Per Contract:**

**Compliant:**

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$2M/\$2M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

**Required Endorsements:**

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

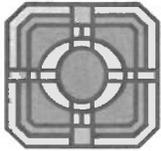
**Additional Coverages/Revisions Approved:**

**Orland Park Hold Harmless/Indemnity Agreement Accepted:**  Yes  No

**Notes / Additional Comments:**

**Contractual Risk Transfer:** Acceptable  Not Acceptable





# VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
www.orlandpark.org

## Master

**File Number: 2025-0177**

<b>File ID:</b> 2025-0177	<b>Type:</b> MOTION	<b>Status:</b> PASSED
<b>Version:</b> 0	<b>Reference:</b>	<b>Controlling Body:</b> Board of Trustees
		<b>File Created Date :</b> 02/21/2025
<b>Agenda Entry:</b> George Brown Commons Demolition and Site Restoration - ITB 25-008		<b>Final Action:</b> 03/03/2025

**Title:** George Brown Commons Demolition and Site Restoration - ITB 25-008

**Notes:**

**Sponsors:**

**Res/Ord Date:**

**Attachments:** ITB 25-008 - Audit Report, ITB 25-008 - Bid Compliance Summary, Bid - ADM Demolition, Bid - Anthem Excavation, Bid - Green Demo, Bid - KLF Enterprises, Bid - Omega III, Bid - Rezzar Demolition

**Res/Ord Number:**

**Drafter:**

**Hearing Date:**

**Department Contact:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	02/21/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	03/03/2025	APPROVED				Pass

### Text of Legislative File 2025-0177

..Title  
George Brown Commons Demolition and Site Restoration - ITB 25-008

#### History

On January 22, 2025, the Village issued Invitation to Bid (ITB) 25-008 "George Brown Commons Demolition and Site Restoration," requesting the services of a qualified contractor for the demolition, removal, and proper disposal of the existing building and various site elements within the boundary extents as identified within the Bid Documents. The site must be then backfilled to existing grade, the site restored with turf grass, and three (3) existing flag poles be removed and set aside for the Village to reuse. It should be noted that George Brown Commons was previously also known as the Veteran's Center before this facility was moved to 14761 West Ave.

During the four (4) weeks that the bid was open for review, thirty-nine (39) firms downloaded either partial or complete bid packages. ITB 25-008 was opened on February 19, 2025, at which point six (6) firms submitted bids. All qualifying bid packages and an audit of the bid submittals are attached for reference. A summary of the bid prices is provided below and on the attached "ITB 25-008 Bid Compliance Summary".

**Bid Summary**

Anthem Excavation and Demolition Inc.: \$67,478.00  
ADM Demolition LLC: \$73,930.00  
KLF Enterprises: \$76,660.00  
Rezzar Demolition, LLC: \$78,950.00  
Green Demolition Contractors Inc.: \$88,800.00  
Omega III LLC: \$99,750.00

It should be noted that after the ITB had closed, an email was sent from the "Indiana, Illinois, and Iowa Foundation for Fair Contracting" to inform the Village that on November 2, 2022, the Illinois Department of Labor (IDOL) issued Anthem Excavation & Demolition, Inc. a notice of first violation for failure to pay the prevailing rate of wages to workers on a public works project. The violation notice states that while IDOL had received payment of the underpaid amounts, the violations found during the investigation require issuance of a Notice of Violation to Anthem.

As the Village has not worked with Anthem previously, and in light of the aforementioned letter, Public Works staff reached out to all five (5) of the references provided by Anthem. Of the five (5), Public Works was able to speak directly with two (2) references (the Village of Wauconda and Village of New Lenox) who both provided positive experiences working with the Anthem. Both references cited good communication and on time completion of work as reasons for the positive reviews. Public Works staff found it noteworthy that the demolition project in Wauconda was completed in the spring of 2023, several months after the Notice of Violation to Anthem was issued.

As such, the Public Works Department is requesting approval of the bid from Anthem Excavation and Demolition Inc. ("Anthem") for ITB 25-008 - George Brown Commons Demolition and Site Restoration for \$67,478.00. A 10% contingency of \$6,747.80 is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the proposals are signed, for a total contract price not to exceed \$74,225.80.

**Financial Impact**

Funds in the amount of \$100,000.00 were budgeted in FY2025 for the demolition of the George Brown Commons and 17171 Wolf Road in GL account 3008010-570100. The demolition of the structure at 17171 Wolf Road is still pending.

Recommended Action/Motion

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Anthem Excavation and Demolition Inc. of Itasca, IL as the lowest qualified bid for ITB 25-008 - George Brown Commons Demolition and Site Restoration for an amount of \$67,478.00 plus a \$6,747.80 contingency for a total not-to-exceed contract price of \$74,225.80;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

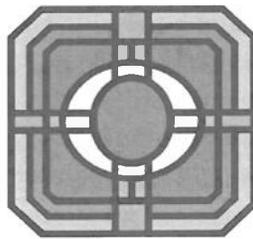
AND

Authorize the Village Manager to approve change orders related to this contract.



# VILLAGE OF ORLAND PARK

*14700 S. Ravinia Avenue  
Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)*



## **Meeting Minutes**

**Monday, March 3, 2025**

**7:00 PM**

**Village Hall**

## **Board of Trustees**

*Village President Keith Pekau  
Village Clerk Brian L. Gaspardo  
Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,  
Sean Kampas, Brian Riordan and Joni Radaszewski*

**2025-0177 George Brown Commons Demolition and Site Restoration - ITB 25-008**

On January 22, 2025, the Village issued Invitation to Bid (ITB) 25-008 "George Brown Commons Demolition and Site Restoration," requesting the services of a qualified contractor for the demolition, removal, and proper disposal of the existing building and various site elements within the boundary extents as identified within the Bid Documents. The site must be then backfilled to existing grade, the site restored with turf grass, and three (3) existing flag poles be removed and set aside for the Village to reuse. It should be noted that George Brown Commons was previously also known as the Veteran's Center before this facility was moved to 14761 West Ave.

During the four (4) weeks that the bid was open for review, thirty-nine (39) firms downloaded either partial or complete bid packages. ITB 25-008 was opened on February 19, 2025, at which point six (6) firms submitted bids. All qualifying bid packages and an audit of the bid submittals are attached for reference. A summary of the bid prices is provided below and on the attached "ITB 25-008 Bid Compliance Summary".

**Bid Summary**

Anthem Excavation and Demolition Inc.: \$67,478.00  
ADM Demolition LLC: \$73,930.00  
KLF Enterprises: \$76,660.00  
Rezzar Demolition, LLC: \$78,950.00  
Green Demolition Contractors Inc.: \$88,800.00  
Omega III LLC: \$99,750.00

It should be noted that after the ITB had closed, an email was sent from the "Indiana, Illinois, and Iowa Foundation for Fair Contracting" to inform the Village that on November 2, 2022, the Illinois Department of Labor (IDOL) issued Anthem Excavation & Demolition, Inc. a notice of first violation for failure to pay the prevailing rate of wages to workers on a public works project. The violation notice states that while IDOL had received payment of the underpaid amounts, the violations found during the investigation require issuance of a Notice of Violation to Anthem.

As the Village has not worked with Anthem previously, and in light of the aforementioned letter, Public Works staff reached out to all five (5) of the references provided by Anthem. Of the five (5), Public Works was able to speak directly with two (2) references (the Village of Wauconda and Village of New Lenox) who both provided positive experiences working with the Anthem. Both references cited good communication and on time completion of work as reasons for the positive reviews. Public Works staff found it noteworthy that the demolition project in Wauconda was completed in the spring of 2023, several months after

the Notice of Violation to Anthem was issued.

As such, the Public Works Department is requesting approval of the bid from Anthem Excavation and Demolition Inc. ("Anthem") for ITB 25-008 - George Brown Commons Demolition and Site Restoration for \$67,478.00. A 10% contingency of \$6,747.80 is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the proposals are signed, for a total contract price not to exceed \$74,225.80.

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Anthem Excavation and Demolition Inc. of Itasca, IL as the lowest qualified bid for ITB 25-008 - George Brown Commons Demolition and Site Restoration for an amount of \$67,478.00 plus a \$6,747.80 contingency for a total not-to-exceed contract price of \$74,225.80;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders related to this contract.

**This matter was APPROVED on the Consent Agenda.**

Respectfully Submitted,

/s/ Brian L. Gaspardo

---

**Brian L. Gaspardo, Village Clerk**



**MAYOR**

Keith Pekau

**VILLAGE CLERK**

Brian L. Gaspardo

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
(708)403-6100  
[orlandpark.org](http://orlandpark.org)



**ORLAND  
PARK**

**FINANCE**

**TRUSTEES**

William R. Healy  
Cynthia Nelson Katsenes  
Michael R. Milani  
Sean Kampas  
Brian J. Riordan  
Joni J. Radaszewski

March 7, 2025

Dan Bos  
Anthem Excavation and Demolition Inc.  
PO Box 496  
Itasca, IL 60143

NOTICE OF AWARD ITB 25-008 – George Brown Commons Demolition and Site Restoration

Dear Ms. Bos,

This notification is to inform you that on March 3, 2025, the Village of Orland Park Board of Trustees approved awarding Anthem Excavation and Demolition Inc. the contract in accordance with the proposal you submitted dated February 18, 2025, for George Brown Commons Demolition and Site Restoration, for an amount for an amount not to exceed \$67,478.00 plus a contingency of \$6,747.80, for a total not to exceed cost of seventy-four thousand two hundred twenty-five and 80/100 (\$74,225.80) dollars. This contingency amount may not be spent without prior approval by the Village through a Change Order Request.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 21, 2025.

- Complete and return enclosed Insurance Requirements Form.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Ivana Lisnich, Management Analyst, at [ilisnich@orlandpark.org](mailto:ilisnich@orlandpark.org), and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at [mmazza@orlandpark.org](mailto:mmazza@orlandpark.org).

Sincerely,

Mike Mazza  
Operations Manager – Natural Resources and Facilities



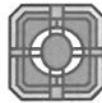
**MAYOR**

Keith Pekau

**VILLAGE CLERK**

Brian L. Gaspardo

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
(708)403-6100  
[orlandpark.org](http://orlandpark.org)



**ORLAND  
PARK**

**FINANCE**

**TRUSTEES**

William R. Healy  
Cynthia Nelson Katsenes  
Michael R. Milani  
Sean Kampas  
Brian J. Riordan  
Joni J. Radaszewski

March 31, 2025

Dan Bos  
Anthem Excavation and Demolition Inc.  
PO Box 496  
Itasca, IL 60143

NOTICE TO PROCEED ITB 25-008 – George Brown Commons Demolition and Site Restoration

Dear Ms. Bos,

This notification is to inform you that the Village of Orland Park has received the electronic contract and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6108 to arrange the commencement of the work.

The Village has processed a Contract Record Number 20250173 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org). Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Record Number.

Sincerely,

Mike Mazza  
Operations Manager – Natural Resources and Facilities

