

PROPOSER SUMMARY SHEET

RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

Business Name: Scanlon Excavating & Concrete
Street Address: 630 S 7000 W Rd
City, State, Zip: Kankakee IL 60901
Contact Name: Beth Scanlon
Title: President
Phone: 815.937.9565 Fax: _____
E-Mail address: bscanlon@scanlonexcavating.net

Price Proposal

GRAND TOTAL PROPOSAL PRICE \$ 926,892.50

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Elizabeth Scanlon
Signature of Authorized Signee: Elizabeth Scanlon
Title: President Date: 12/18/24

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

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

The undersigned Elizabeth Scanlon
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Scanlon Excavating & Concrete
(Enter Name of Business Organization)

certifies that Proposers is:

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

Federal Employer I.D. #: 27-2412162
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation ILLINOIS 4-2010
(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 []



JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Scanlon Excavating and Concrete, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: December 14, 2023
Expiration Date: December 15, 2024
WBENC National Certification Number: WBE2303669

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Authorized by Emilia DiMenco, President & CEO Women's Business Development Center - Midwest



NAICS: 238910
UNSPSC: 72141100, 72141105, 72141106, 72141107, 72141120, 72141121





Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

September 30, 2024

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Elizabeth Scanlon
Scanlon Excavating and Concrete, Inc.
630 S. 7000 W Rd.
Kankakee, IL 60901

Dear Ms. Scanlon:

The Illinois Department of Transportation (IDOT) has approved the *Declaration of Eligibility/No Change Affidavit* for **Scanlon Excavating and Concrete, Inc.** and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *Declaration of Eligibility/No Change Affidavit*. Your firm's next affidavit is due on **May 1, 2025**. IDOT will send an affidavit form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in blue ink that reads "Debra Lee".

Debra Lee
Bureau Chief
Bureau of Small Business Enterprises

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 Proposer is authorized to do business in the State of Illinois.

4) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes No []

The Proposer 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, Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers.

In the event of the Proposer'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 Proposer 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 RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as

amended, Proposer 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 Proposer 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, Proposer shall maintain full compliance with its requirements.

9) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes No []

Proposer 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: _____

Brief Description of Program: _____

See attached certification

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

N. J. Cement Masons & Plasterers IATC Local #11

Rochford, Illinois

For the Trades - Cement Mason and Plasterer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

July 26, 1989

Date Revised June 17, 2004

1P004890005

Registration No



R. J. Chao

Secretary of Labor

Anthony Suerge

Administrator, Apprenticeship Training, Employer and Labor Services

INFORMATION ONLY

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Illinois Laborers' & Contractors Joint Apprenticeship & Training Program

Mt. Sterling, Illinois

For the Trade - Construction Craft Laborer

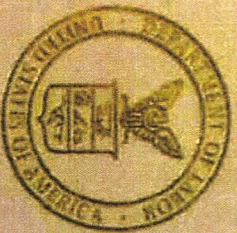
Registered as part of the National Apprenticeship System

in accordance with the basic standards of apprenticeship established by the Secretary of Labor

Date
Registered - February 3, 1997

Revised - June 26, 2020

Registration No.
IL001970001



Administrative Office of Apprenticeship
Mr. V. Add

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



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

August 24, 2022

Scanlon Excavating & Concrete, Inc
630 S 7000W Rd
Kankakee, IL 60901

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

Dear Sir or Madam:

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

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

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

Very truly yours,

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

Maribel Hernandez

Enclosures: Certificates

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



November 5, 2002
Date

DC 008780173
Registration No.

Loi. Chao
Secretary of Labor

Anthony S. ...
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor
Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund

For the Trade — Operating Engineer (Heavy Equipment Technician)
Wilmington, Illinois

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



Michelle J. DeVito
Secretary of Labor

Ann V. Kelly
Administrator, Office of Apprenticeship

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150

Plainfield, Illinois

for the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Date May 5, 2002

Registration No. IL012020003



Lois Chas
Secretary of Labor

Anthony Suvaga
Administrator, Apprenticeship Training, Employer and Labor Services

10) TAX COMPLIANT: Yes No

Proposer 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 Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal 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 RFP, 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 Scanlon
Signature of Authorized Officer

Elizabeth Scanlon
Name of Authorized Officer

President
Title

12/18/2024
Date

REFERENCES

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

Proposer's Name: Scanlon Excavating & Concrete
(Enter Name of Business Organization)

1. ORGANIZATION Village of Roselle
ADDRESS 31 S. Prospect St. Roselle, IL
PHONE NUMBER 815.451.7017
CONTACT PERSON Matt Rasmussen
YEAR OF PROJECT 2024

2. ORGANIZATION Village of Lisle
ADDRESS 925 Burlington Rd, Lisle, IL
PHONE NUMBER 630.400.6008
CONTACT PERSON Reginald Jansen, engineer
YEAR OF PROJECT 2024

3. ORGANIZATION Morgan Wyatt
ADDRESS 450 Spruce St, Manteno, IL 60950
PHONE NUMBER 630.878.8303
CONTACT PERSON Phil Lee, General Contractor
YEAR OF PROJECT 2024



Unit Price Sheet - AMENDED
RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

The undersigned, having become familiar with the Documents, Construction PLANS, and Specifications as designated in RFP #24-069, hereby 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 and the work described in the following schedule in connection with the construction of the Old Orland Corrugated Metal Pipe (CMP) Replacement.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	Cost
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	60	\$ 40.00	\$ 2,400.00
20200500	EARTH EXCAVATION	CU YD	250	\$ 35.00	\$ 8,750.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	1,700	\$ 50.00	\$ 85,000.00
21101505	TOPSOIL FURNISH AND PLACEMENT	CU YD	35	\$ 12.00	\$ 420.00
20101100	TREE TRUNK PROTECTION	EACH	7	\$ 100.00	\$ 700.00
25000110	SEEDING, CLASS 1A	ACRE	0.04	\$ 8,500.00	\$ 340.00
25100630	EROSION CONTROL BLANKET	SY	340	\$ 3.50	\$ 1,190.00
28000510	INLET FILTERS	EACH	11	\$ 150.00	\$ 1,650.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SF	115	\$ 25.00	\$ 2,875.00
*42400200	PORTLAND CEMENT CONCRETE STEPS REMOVAL AND REPLACEMENT	SF	125	\$ 50.00	\$ 6,250.00
44000300	CURB REMOVAL	LF	560	\$ 8.00	\$ 4,480.00
44000600	SIDEWALK REMOVAL	SF	115	\$ 2.50	\$ 287.50
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTION, 12" (WITH RIPRAP)	EACH	1	\$ 2,500.00	\$ 2,500.00
55100400	STORM SEWER REMOVAL 10"	FOOT	10	\$ 25.00	\$ 250.00
55100500	STORM SEWER REMOVAL 12"	FOOT	85	\$ 25.00	\$ 2,125.00
55100700	STORM SEWER REMOVAL 15"	FOOT	50	\$ 25.00	\$ 1,250.00
55101900	STORM SEWER REMOVAL, 48"	FOOT	680	\$ 40.00	\$ 27,200.00
550A0040	STORM SEWERS, CLASS A, TYPE 1 10"	FOOT	10	\$ 125.00	\$ 1,250.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	350	\$ 175.00	\$ 61,250.00
550A0190	STORM SEWERS, CLASS A, TYPE 1 48"	FOOT	560	\$ 315.00	\$ 176,400.00
550A4710	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 48"	FOOT	120	\$ 425.00	\$ 51,000.00
550B0070	STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	50	\$ 130.00	\$ 6,500.00
*55200200	STORM SEWER, 12" (DIRECTIONAL BORE)	FOOT	130	\$ 375.00	\$ 48,750.00
*60200105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	5	\$ 5,250.00	\$ 26,250.00
*60201105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 11 FRAME & GRATE, OPEN LID	EACH	1	\$ 5,250.00	\$ 5,250.00
*60201105	CATCH BASINS, TYPE A, 8' DIAMETER, TYPE 11 FRAME & GRATE, OPEN LID	EACH	1	\$ 15,000.00	\$ 15,000.00
*60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 4,000.00	\$ 4,000.00
*60218400	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	10	\$ 15,000.00	\$ 150,000.00
60600605	CONCRETE CURB, TYPE B	LF	30	\$ 80.00	\$ 2,400.00
60603500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06	LF	30	\$ 80.00	\$ 2,400.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	LF	230	\$ 60.00	\$ 13,800.00
63301215	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE B	FOOT	30	\$ 85.00	\$ 2,550.00
67100100	MOBILIZATION	L.SUM	1	\$ 35,000.00	\$ 35,000.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$ 10.00	\$ 500.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1,800	\$ 3.00	\$ 5,400.00
*NA	PAVER REMOVAL AND REINSTALL	SQ FT	100	\$ 50.00	\$ 5,000.00
*NA	ITEMS ORDERED BY ENGINEER	UNIT	25,000	\$1.00	\$ 25,000.00
*NA	LILAC TREE, 2.5"	EACH	2	700.00	\$ 1,400.00
*X0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	15	750.00	\$ 11,250.00
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L.SUM	1	25,000	\$ 25,000
*XX003668	PRECONSTRUCTION VIDEOTAPING	L.SUM	1	1,000.00	\$ 1,000
*XX009224	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	1,225	75.00	\$ 91,875.00
*Z0013798	CONSTRUCTION LAYOUT	L.SUM	1	10,000	\$ 10,000
*Z0050100	REMOVE AND REERECT EXISTING HANDRAIL	FOOT	10	100.00	\$ 1,000.00
				**GRAND TOTAL BID PRICE	\$ 892,689.50

*Denotes Special Provision

**Please enter Total Cost on Bidder Summary Sheet

Proposer: Elizabeth Scanlon
 Firm Name: Scanlon Excavating & Concrete
 Signed: Elizabeth Scanlon
 Title: President
 Dated: 12.20.2024

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 18 DAY OF December, 2024

Elizabeth Scanlon
Signature

Authorized to execute agreements for:

Elizabeth Scanlon - President
Printed Name & Title

Scanlon Excavating & Concrete
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2024

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Compass Insurance, 1410 Woodbine, Suite 1, Bloomington, IL 61704. CONTACT NAME: NIKKIF, PHONE: (309) 662-6800, FAX: (309) 662-6833, E-MAIL ADDRESS: nikkif@compasscoverage.com. INSURER(S) AFFORDING COVERAGE: INSURER A: West Bend Mutual Insurance Company, NAIC #: 15350.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Kankakee Metro Centre, intersection of Chestnut Street & Schuyler Avenue, Kankakee IL 60901

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Apex Construction Group, 17W601 14th Street, Oak Brook Terrace, IL 60181

CANCELLATION: 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: Nikki Eyr

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BID BOND

The American Institute of Architects,
AIA® Document A310™ (2010 Edition)

BondNo.B 1325384

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

(Name, legal status and address)

Scanlon Excavating & Concrete Inc
630 S 7000 W Rd
Kankakee, IL 60901

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 S Ravinia Ave
Orland Park, IL 60462

BOND AMOUNT: 10 % Percent of the Total Bid Amount

PROJECT:

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

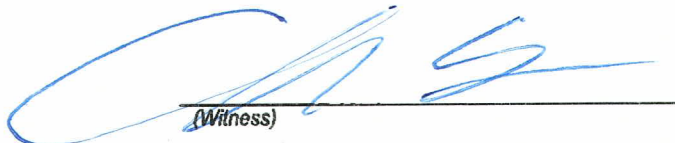
CMP replacement under St Michaels Church

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

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

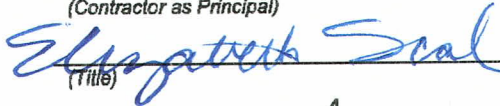
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 20th day of December, 2024



(Witness)

Scanlon Excavating & Concrete Inc
(Contractor as Principal) _____ (Seal)



(Title)

Selective Insurance Company of America
(Surety) _____ (Seal)



(Title) **Nikki Frye, Attorney-in-Fact**



(Witness)



POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Nikki Frye**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$15,000,000.00**

Signed this 20th day of December, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



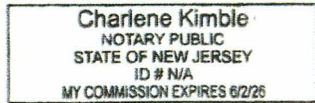
CERTIFIED COPY

STATE OF NEW JERSEY :

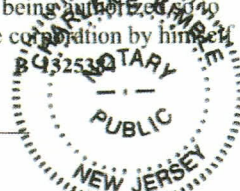
:ss. Branchville

COUNTY OF SUSSEX :

On this 20th day of December, 2024 before me, the undersigned officer, personally appeared Brian G. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 20th day of December, 2024

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$93,877,000	July 1, 2024

(4) The amount of the bond to which this statement and certification is attached is \$ 15,000,000.00

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

Timothy A. Marchio

(Signature of certifying agent/officer)

Timothy A. Marchio
(Printed name of certifying agent/officer)

Vice President, Bond SBU
(Title of certifying agent/officer)

Dated: 12/10/2024
(month, day, year)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1325384

STATEMENT OF FINANCIAL CONDITION

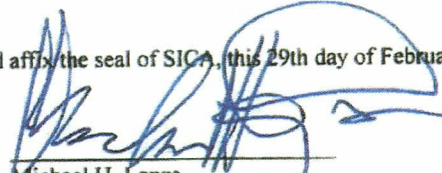
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2023:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,315,162	Reserve for losses and loss expenses	\$1,501,493
Preferred stocks at convention value	15,909	Reserve for unearned premiums	680,747
Common stocks at convention values	72,576	Provision for unauthorized reinsurance	2,119
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	44,147
Short-term investments	94,895	Other accrued expenses	31,829
Mortgage loans on real estate (including collateral loans)	104,955	Other liabilities	<u>516,212</u>
Other invested assets	249,031	Total liabilities	2,776,547
Interest and dividends due or accrued	21,066		
Premiums receivable	628,147	Surplus as regards policyholders	<u>938,765</u>
Other admitted assets	<u>213,571</u>		
Total admitted assets	3,715,312	Total liabilities and surplus as regards policyholders	3,715,312

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

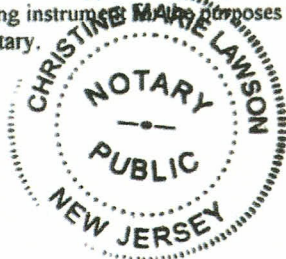
IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 29th day of February, 2024.


Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :
:ss. Branchville

COUNTY OF SUSSEX :

On this 29 day of FEB 2024, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument and the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.




Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

STATE OF _____
COUNTY OF _____ }

ss:

On this _____ day of _____, _____, before me personally appeared the above named _____

to me known and known to me to be the same described in and who executed the above instrument and dully acknowledged the execution of the same.

Notary Public _____ County

(Corporation)

STATE OF _____
COUNTY OF _____ }

ss:

On this _____ day of _____, _____, before me personally appeared _____

to me known, who, being by me duly sworn, did depose and say that he/she resides in _____

that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public _____ County

ACKNOWLEDGMENT OF SURETY

STATE OF IL
COUNTY OF McLean }

ss:

On this 20 day of December, 2024, before me personally appeared Nikki Frye to me known, who, being by me

duly sworn, did depose and say that he/she resides in _____ that he/she is the Attorney-in-Fact of the Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Nikki Frye and knows him/her to be the Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Nikki Frye and was subscribed thereto by like order of the Board of Directors in the presence of deponent.

Elizabeth Pisano
Notary Public McLean County

