

BIDDER SUMMARY SHEET

ITB #22-028

Silver Lake West Phase II & El Cameno Real Water Main Replacement & Stormwater Upgrades

Business Name: **Austin Tyler Construction, Inc**

Street Address: 23343 S Ridge Road
Elwood, IL 60421

City, State, Zip: _____

Contact Name: **Gary S. Schumal**

Title: **President**

Phone: (815) 726-1090 Fax: (815) 726-1171

E-Mail address: **G.SCHUMAL@AUSTIN-TYLER.COM**

Price Proposal

GRAND TOTAL BID PRICE \$ **5,946,253.02**

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: **Gary S. Schumal**

Signature of Authorized Signee: 

Title: **President** Date: **MARCH 24, 2022**

 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 Gary S. Schumal
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Austin Tyler Construction, Inc
(Enter Name of Business Organization)

certifies that Bidder is:

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

Federal Employer I.D. #: 38-3900388
(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 ILL. 2013 MARCH 7, 2013
(State of Incorporation) (Date of Incorporation)

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes ☒ No ☐

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

3) **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.

4) **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."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes ☒ No ☐

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

The Bidder shall:

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

6) **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.

7) **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: Union Sponsored

Brief Description of Program: LABORS Local 75 - IL017-0602

OPERATOR LOCAL 150 - IL 008780173

CONCRETE FINISHERS LOCAL 11 - IL 004890005

8) TAX COMPLIANT: Yes ☒ No ☐

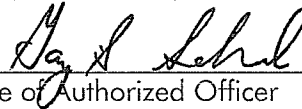
Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the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



Signature of Authorized Officer

Gary S. Schumal

Name of Authorized Officer

President

Title

March 24, 2022

Date

REFERENCES

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

Bidder's Name: Austin Tyler Construction, Inc
(Enter Name of Business Organization)

1. ORGANIZATION City of Lockport
ADDRESS 17112 Prime Blvd Lockport, IL 60461
PHONE NUMBER (815) 838-0549
CONTACT PERSON Dan Hansen
YEAR OF PROJECT 2019, 2020, 2021, 2022 All different jobs
2. ORGANIZATION City of Joliet
ADDRESS 150 W. Jefferson St. Joliet, IL 60432
PHONE NUMBER (815) 459-1260 Baxter Woodman Engineer
CONTACT PERSON Tim Carter Baxter Woodman Engineer
YEAR OF PROJECT 2020, 2021, 2022 All separate jobs
3. ORGANIZATION Village of Mokena
ADDRESS 5130 W. Point St. Mokena, IL 60449
PHONE NUMBER 815-214-4877 IPC General Contractor
CONTACT PERSON Curtis Lucke
YEAR OF PROJECT 2021

VILLAGE OF ORLAND PARK
Silver Lake West Phase 2 and El Cameno Re'al Water Main and Storm Sewer Improvements

Proposer agrees to furnish to the VILLAGE all necessary material, equipment, labor, etc. to complete the Silver Lake West Phase 2 and El Cameno Re'al Improvements in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	PRECONSTRUCTION VIDEO RECORDING	1	L SUM	57,500.00	57,500.00
2	MOBILIZATION	1	L SUM	340,000.00	340,000.00
3	CONSTRUCTION LAYOUT	1	L SUM	75,000.00	75,000.00
4	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	130,000.00	130,000.00
5	TRENCH BACKFILL	25,200	CU YD	.01	252.00
6	INLET FILTERS	81	EACH	150.00	12,150.00
7	PERIMETER EROSION BARRIER (SILT FENCE)	1,400	FOOT	2.50	3,500.00
8	STORM SEWERS, RCP, TYPE 1 12"	120	FOOT	65.00	7,800.00
9	STORM SEWERS, PVC, ASTM D3034, SDR 26, 12"	130	FOOT	95.00	12,350.00
10	STORM SEWERS, RCP, TYPE 2 15"	140	FOOT	76.00	10,640.00
11	STORM SEWERS, PVC, ASTM D3034, SDR 26, 15"	440	FOOT	125.00	55,000.00
12	STORM SEWERS, RCP, TYPE 2 18"	260	FOOT	85.00	22,100.00
13	STORM SEWERS, PVC, ASTM D3034, SDR 26, 18"	200	FOOT	165.00	33,000.00
14	STORM SEWERS, RCP, TYPE 2 24"	480	FOOT	140.00	67,200.00
15	STORM SEWERS, RCP, TYPE 3 24"	460	FOOT	150.00	69,000.00
16	STORM SEWERS, RCP, TYPE 2 27"	10	FOOT	150.00	1,500.00
17	STORM SEWERS, RCP, TYPE 1 36"	20	FOOT	200.00	4,000.00
18	STORM SEWERS, RCP, TYPE 2 36"	760	FOOT	225.00	171,000.00
19	STORM SEWERS, RCP, TYPE 3 36"	980	FOOT	250.00	245,000.00
20	STORM SEWERS, RCP, TYPE 3 48"	340	FOOT	350.00	119,000.00
21	STORM SEWERS, RCP, TYPE 3 60"	1,750	FOOT	600.00	1,050,000.00
22	FLARED END SECTION, 36" RCP W/ GRATE	1	EACH	2,800.00	2,800.00
23	INLETS, TYPE A, W/FR AND GR	6	EACH	2,200.00	13,200.00
24	CATCH BASINS, TYPE A, 4'-DIAMETER, W/FR AND GR	9	EACH	4,000.00	36,000.00
25	CATCH BASINS, TYPE A, 5'-DIAMETER, W/FR AND GR	2	EACH	4,300.00	8,600.00
26	CATCH BASINS, TYPE C, 2' DIAMETER, W/FR AND GR	10	EACH	2,100.00	21,000.00
27	MANHOLES, TYPE A, 4'-DIAMETER, W/FR AND GR	2	EACH	4,000.00	8,000.00
28	MANHOLES, TYPE A, 5'-DIAMETER, W/FR AND GR	11	EACH	5,500.00	60,500.00
29	MANHOLES, TYPE A, 6'-DIAMETER, W/FR AND GR	6	EACH	10,500.00	63,000.00
30	MANHOLES, TYPE A, 7'-DIAMETER, W/FR AND GR	1	EACH	11,700.00	11,700.00
31	MANHOLES, TYPE A, 8'-DIAMETER, W/FR AND GR	7	EACH	19,500.00	136,500.00
32	MANHOLES, TYPE A, 10'-DIAMETER, W/FR AND GR	1	EACH	40,500.00	40,500.00
33	CONTROL STRUCTURE WITH OVERFLOW WEIR, 8'-DIAMETER	1	EACH	44,500.00	44,500.00
34	CONNECTION TO EXISTING DRAINAGE STRUCTURE	6	EACH	2,500.00	15,000.00
35	CONNECTION TO EXISTING DRAINAGE STRUCTURE, 60" RCP	1	EACH	40,000.00	40,000.00
36	STORM SEWER REMOVAL 8"	120	FOOT	19.00	2,280.00
37	STORM SEWER REMOVAL 12"	1,110	FOOT	21.00	23,310.00
38	STORM SEWER REMOVAL 15"	570	FOOT	22.00	12,540.00
39	STORM SEWER REMOVAL 24"	470	FOOT	28.00	13,160.00
40	REMOVING MANHOLES	9	EACH	600.00	5,400.00
41	REMOVING CATCH BASINS	1	EACH	600.00	600.00
42	REMOVING INLETS	8	EACH	400.00	3,200.00
43	ABANDON EXISTING STORM SEWER	1	L SUM	14,500.00	14,500.00
44	RECONNECT STORM SEWER SERVICE LATERAL	5	EACH	925.00	4,625.00

VILLAGE OF ORLAND PARK
Silver Lake West Phase 2 and El Cameno Re'al Water Main and Storm Sewer Improvements

Proposer agrees to furnish to the VILLAGE all necessary material, equipment, labor, etc. to complete the Silver Lake West Phase 2 and El Cameno Re'al Improvements in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
45	WATER MAIN 6" RESTRAINED JOINT TYPE	240	FOOT	106.00	25,440.00
46	WATER MAIN 8"	6,280	FOOT	115.00	722,200.00
47	WATER MAIN, 8", RESTRAINED JOINT PIPE	1,990	FOOT	155.00	308,450.00
48	WATER MAIN 12" RESTRAINED JOINT PIPE	10	FOOT	350.00	3,500.00
49	WATER MAIN 8", DIRECTIONALLY DRILLED	230	FOOT	240.00	55,200.00
50	WATER MAIN CASING PIPE, 16"	37	FOOT	175.00	6,475.00
51	ADDITIONAL WATER MAIN FITTINGS	5,000	POUND	.01	50.00
52	WATER MAIN CONNECTION (NON-PRESSURE) - 8"	3	EACH	5,500.00	16,500.00
53	WATER MAIN CONNECTION (NON-PRESSURE) - 12"	1	EACH	6,500.00	6,500.00
54	WATER MAIN CONNECTION (PRESSURE) 10" X 8"	1	EACH	10,000.00	10,000.00
55	WATER SERVICE REPLACEMENT, SHORT SIDE - 1.5"	72	EACH	3,900.00	280,800.00
56	WATER SERVICE REPLACEMENT, LONG SIDE - 1.5"	87	EACH	4,650.00	404,550.00
57	GATE VALVE, 8"	18	EACH	3,000.00	57,600.00
58	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	3,000.00	6,000.00
59	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	17	EACH	4,000.00	68,000.00
60	FIRE HYDRANT ASSEMBLY	26	EACH	9,000.00	234,000.00
61	FIRE HYDRANTS TO BE REMOVED	21	EACH	750.00	15,750.00
62	FILLING VALVE VAULTS	1	EACH	1,300.00	1,300.00
63	VALVE BOXES TO BE REMOVED	14	EACH	250.00	3,500.00
64	MECHANICALLY PLUG AND BLOCK WATER MAIN	7	EACH	550.00	3,850.00
65	ABANDON EXISTING WATER MAIN	2	L SUM	.01	.02
66	AGGREGATE FOR TEMPORARY ACCESS	2,400	CU YD	.01	24.00
67	PAVEMENT REMOVAL	12,700	SQ YD	3.50	44,450.00
68	DRIVEWAY PAVEMENT REMOVAL	830	SQ YD	20.50	17,015.00
69	COMBINATION CURB AND GUTTER REMOVAL	2,140	FOOT	11.00	23,540.00
70	SIDEWALK REMOVAL	10,570	SQ FT	2.50	26,425.00
71	CLASS D PATCHES, TYPE IV, 10 INCH	750	SQ YD	95.00	71,250.00
72	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	670	SQ YD	87.00	58,290.00
73	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	180	SQ YD	88.00	15,840.00
74	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	20	FOOT	38.00	760.00
75	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	40	FOOT	39.00	1,560.00
76	PORTLAND CEMENT CONCRETE SIDEWALK 5"	10,570	SQ FT	8.50	89,845.00
77	TOPSOIL FURNISH AND PLACE, 6"	2,100	SQ YD	4.00	8,400.00
78	SODDING	2,100	SQ YD	12.00	25,200.00
79	CLEARING AND GRUBBING	2,340	SQ YD	2.50	5,850.00
80	RESTORATION, P-ST-MH-185 TO ROW	1	L SUM	10,000.00	10,000.00
81	RESTORATION, P-ST-MH-73 TO ROW	1	L SUM	11,600.00	11,600.00
82	RESTORATION, P-ST-MH-204 TO P-ST-MH-205	1	L SUM	10,800.00	10,800.00
83	RESTORATION, P-ST-MH-194 TO ROW	1	L SUM	13,500.00	13,500.00
84	RESTORATION, P-ST-MH-190 TO ROW	1	L SUM	10,500.00	10,500.00
85	SANITARY SEWER SERVICE PIPE REPLACEMENT	840	FOOT	81.00	68,040.00
86	SANITARY SEWERS (WATER MAIN REQUIREMENTS) 8"	22	FOOT	86.00	1,892.00
87	STORM SEWERS (WATER MAIN REQUIREMENTS) 8"	20	FOOT	100.00	2,000.00
88	STORM SEWERS (WATER MAIN REQUIREMENTS) 12"	40	FOOT	122.00	4,880.00
89	SOIL DISPOSAL ANALYSIS (SPECIAL)	1	L SUM	3,000.00	3,000.00

VILLAGE OF ORLAND PARK
Silver Lake West Phase 2 and El Cameno Re'al Water Main and Storm Sewer Improvements

Proposer agrees to furnish to the VILLAGE all necessary material, equipment, labor, etc. to complete the Silver Lake West Phase 2 and El Cameno Re'al Improvements in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
90	NON-SPECIAL WASTE DISPOSAL	510	CU YD	100.00	51,000.00
91	DUST CONTROL WATERING	320	UNIT	130.00	41,600.00
92	EXPLORATION TRENCH, SPECIAL	50	FOOT	40.00	2,000.00
93	TREE ROOT PRUNING	100	EACH	50.00	5,000.00
94	TREE TRIMMING	20	EACH	100.00	2,000.00
95	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	100	UNIT	18.00	1,800.00
96	TREE REMOVAL (OVER 15 UNITS DIAMETER)	60	UNIT	27.00	1,620.00
97	CATHODIC PROTECTION (EL CAMENO RE'AL SUBDIVISION ONLY)	1	L SUM	20,000.00	20,000.00

TOTAL BID PRICE 5,946,253.02

Austin Tyler Construction, Inc
Gary S. Schumal

Proposer:

Firm Name:

Austin Tyler Construction, Inc

Signed:

[Signature]

Title:

President

Dated:

MARCH 24, 2022



ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form.

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsements:

ISO CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory
Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations *(provide if box is checked)*

Please provide the following coverage, if box is checked.

☐

PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval



UMBRELLA LIABILITY (Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability



UMBRELLA/EXCESS PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval



BUILDERS RISK

Completed Property Full Replacement Cost Limits -
Structures under construction



ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$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



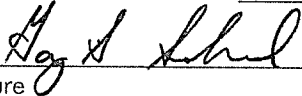
CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, and notification, response
and credit monitoring service costs

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, Nicole Merced, Finance Management Analyst, 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 24th DAY OF March, 2022



Signature

Gary S. Schumal **President**

Printed Name & Title

Authorized to execute agreements for:

Austin Tyler Construction, Inc

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2021

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 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan & Associates, Inc 1770 Park Street, Suite 210 Naperville IL 60563	CONTACT NAME: Elizabeth Marro PHONE (A/C, No, Ext): 630.420.3400 E-MAIL ADDRESS: emarro@robertsonryan.com FAX (A/C, No): 630.420.8520
INSURED Austin Tyler Construction, Inc Joliet Asphalt, LLC 23343 S. Ridge Road Elwood IL 60421	INSURER(S) AFFORDING COVERAGE INSURER A: THE CINCINNATI INSURANCE COMPANIES INSURER B: Chubb Indemnity Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1661947730

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 INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		EPP0625850	8/25/2021	8/25/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		EBA0625850	8/25/2021	8/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS		EPP0625850	8/25/2021	8/25/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	EW0625851	8/25/2021	8/25/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Inland Marine Pollution Liability Installation Floater		EPP0625850 CPM G72537695 001	8/25/2021 8/25/2021	8/25/2022 8/25/2022	Leased/Rented Site & Premises Installation Floater \$500,000 3,000,000 \$750,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof Of Insurance

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

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ADDENDUM NO. 1

DATE: March 21, 2022

FROM: Baxter & Woodman, Inc., Consulting Engineers

TO: Planholders of record for the Work titled:

VILLAGE OF ORLAND PARK, ILLINOIS
2022 SILVER LAKE WEST PHASE 2 AND EL CAMENO RE'AL WATER AND
STORM SEWER IMPROVEMENTS

The following is a clarification to the project:

The Village intends to issue a notice of award at the April 4, 2022 Village Board Meeting. The Completion Date is September 23, 2022. The Village will consider requests for substitute materials and PVC pipe material has been added to the water main specifications.

The Bidding Documents are amended as follows:

1. EXHIBIT A – PROJECT DRAWINGS

- A. Delete Cover Sheet – Sheet 1 in its entirety, and insert attached Cover Sheet - Sheet 1, revision dated March 21, 2022 in lieu thereof.
- B. Delete Sheet 4 in its entirety, and insert attached Sheet 4, revision dated March 21, 2022 in lieu thereof.
- C. Delete Sheet 21 in its entirety, and insert attached Sheet 21, revision dated March 21, 2022 in lieu thereof.
- D. Delete Sheet 23 in its entirety, and insert attached Sheet 23, revision dated March 21, 2022 in lieu thereof.
- E. Delete Sheet 25 in its entirety, and insert attached Sheet 25, revision dated March 21, 2022 in lieu thereof.
- F. Delete Sheet 28 in its entirety, and insert attached Sheet 28, revision dated March 21, 2022 in lieu thereof.
- G. Delete Sheet 30 in its entirety, and insert attached Sheet 30, revision dated March 21, 2022 in lieu thereof.

2. EXHIBIT B – PROJECT SPECIFICATIONS

- A. Delete the Special Provisions in its entirety, and insert the attached Project Specifications, revision dated March 21, 2022 in lieu thereof.

3. UNIT PRICE SHEET

- A. Delete the Unit Price Sheet in its entirety, and insert the attached Unit Price Sheet, revision dated March 21, 2022 in lieu thereof.

END OF ADDENDUM NO. 1

Copy #2

BID BOND

Hudson Insurance Company
100 William Street, New York, NY 10038

CONTRACTOR:

(Name, legal status and address)
Austin Tyler Construction, Inc.
23343 S. Ridge Rd.
Elwood, Il. 60421

SURETY:

(Name, legal status and principal place of business)
Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER:

(Name, legal status and address)
Village of Orland Park
14700 Ravinia Ave
Orland Park, Il. 60462

BOND AMOUNT: 10% of bid

PROJECT:

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

Silverlake Stage 2 Water Main & Storm Sewer Improvements

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 15th day of March, 2022



(Witness)

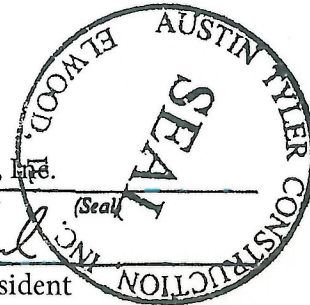
Austin Tyler Construction, Inc.

(Principal)



(Seal)

(Title) Gary S. Schumal, President



Hudson Insurance Company

(Surety)



(Seal)

(Title) Maureen Rott Attorney in Fact



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Christopher L. Sprangler, Lynn M Blaylock, Christine Cannella, Maureen Rott
of the state of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 13th day of October, 20 21 at New York, New York.



Attest
Dina Daskalakis
Corporate Secretary

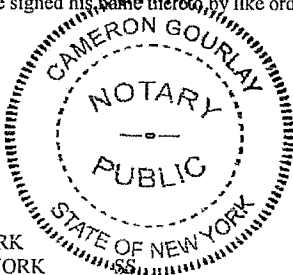
HUDSON INSURANCE COMPANY

By Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 13th day of October, 20 21 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he 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 signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

CERTIFICATION

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified;

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of March, 20 22



By Dina Daskalakis
Dina Daskalakis, Corporate Secretary