

**PROPOSER SUMMARY SHEET**  
RFP #24-026  
2024 Concrete Flatwork and Sidewalk Replacement

Business Name: Scanlon Excavating + Concrete  
Street Address: 630 S 7000 W Rd  
City, State, Zip: Kankakee, IL 60901  
Contact Name: Elizabeth Scanlon  
Title: President  
Phone: 815 937 9565 Fax: \_\_\_\_\_  
E-Mail address: bscanlon@scanlonexcavating.net

**Price Proposal**

GRAND TOTAL PROPOSAL PRICE \$ 1,513,300.<sup>00</sup>

**AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: Elizabeth Scanlon  
Signature of Authorized Signee: Elizabeth Scanlon  
Title: President Date: 3/15/2024



Unit Price Sheet

RFP #24-026

2024 Concrete Flatwork and Sidewalk Replacement

The undersigned, having become familiar with the Documents and Specifications on file in the office of the Owner as designated in the Invitation to Bid, 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 2024 Concrete Flatwork and Sidewalk Replacement contract

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	PCC Sidewalk Removal and Replacement	87,500	SQFT	14.50	\$ 1,268,750. <sup>00</sup>
2	PCC Sidewalk Replacement Only	3,000	SQFT	11.00	\$ 33,000. <sup>00</sup>
3	PCC Sidewalk 8 Inch - High Early Strength - Removal and Replacement	100	SQFT	25.00	\$ 2500. <sup>00</sup>
4	PCC Sidewalk 8 Inch - High Early - Replacement Only	100	SQFT	22.00	\$ 2200. <sup>00</sup>
5	Detectable Warnings	500	SQFT	35.00	\$ 17,500. <sup>00</sup>
6	PCC Driveway Removal and Replacement - 5"	100	SQFT	20.00	\$ 2000. <sup>00</sup>
7	PCC Driveway Replacement Only - 5"	200	SQFT	18.00	\$ 3600. <sup>00</sup>
8	HMA Driveway Removal and Replacement - 3"	100	SQY	175.00	\$ 17,500. <sup>00</sup>
9	HMA Driveway Replacement Only - 3"	200	SQY	160.00	\$ 32,000. <sup>00</sup>
10	Class D Patches, Various Types (Removal and Replacement)	50	TON	325.00	\$ 16,250. <sup>00</sup>
11	Class D Patches, Various Types (Replacement Only)	300	TON	300.00	\$ 90,000. <sup>00</sup>
12	Concrete Curb and Gutter Removal and Replacement	100	FOOT	100.00	\$ 10,000. <sup>00</sup>
13	Concrete Curb and Gutter Replacement Only	200	FOOT	90.00	\$ 18,000. <sup>00</sup>
				<b>*GRAND TOTAL BID PRICE</b>	<b>\$ 1,513,300.<sup>00</sup></b>

\*Please enter Total Cost on Bidder Summary Sheet

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project.

Proposer: Elizabeth Scanlon

Firm Name: Scanlon Excavating + Concrete

Signed: Elizabeth Scanlon

Title: President

Dated: 3/15/2024

 **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



WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

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.

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



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

NAICS: 238910  
UNSPSC: 72141100, 72141102, 72141105, 72141106, 72141107, 72141120, 72141121



**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) **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: Union Apprenticeships

Brief Description of Program: Masons 502, Laborers 1

Operators 150

9) **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

3/15/2024  
Date

REFERENCES

1. Project Location: Roselle, IL  
Project Owner: Village of Roselle  
  
Project Description:  
Sanitary, Storm, Curb, Sidewalk & Asphalt  
Removal & Replacement  
  
Owner's Representative: Matt Rasmussen Phone: 815.451.7017
  
2. Project Location: Various Sites  
Project Owner: Morgan Wyatt LLC  
  
Project Description:  
Site work, Site utilities & Asphalt for  
multiple car washes & gas stations  
  
Owner's Representative: Phil Lee Phone: 630.878.8303
  
3. Project Location: Lansing IL  
Project Owner: Village of Lansing  
  
Project Description:  
Install of 1200' Box Culverts w/ road  
removal & replacement  
  
Owner's Representative: Mark Detloff Phone: 708.372.7427
  
4. Project Location: Carol Stream IL  
Project Owner: Village of Carol Stream  
  
Project Description:  
Drainage Improvements  
  
Owner's Representative: Adam Frederick Phone: 630.868.2263

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 1305388**

**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 Ravinia Avenue  
Orland Park, IL 60462

**BOND AMOUNT: 10 % Percent of the Total Bid Amount**

**PROJECT:**

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

**2024 Concrete Flatwork & Sidewalk Replacement**

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.

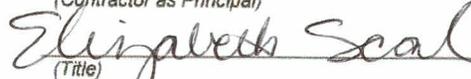
Signed and sealed this 22nd day of March, 2024

  
(Witness)

**Scanlon Excavating & Concrete Inc**

(Contractor as Principal)

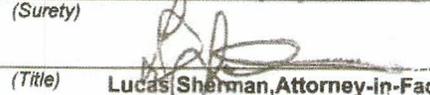
(Seal)

  
(Title)

**Selective Insurance Company of America**

(Surety)

(Seal)

  
(Title) **Lucas Sherman, Attorney-in-Fact**

**SEE ATTACHED JURAT**

(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 **Lucas Sherman**

, 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: **\$8,000,000.00**

Signed this 22nd day of March, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

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



CERTIFIED COPY

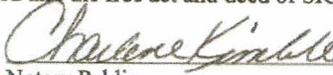
STATE OF NEW JERSEY :

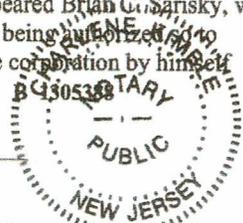
:ss. Branchville

COUNTY OF SUSSEX :

On this 22nd day of March, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to 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.

**Charlene Kimble**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 6/2/26

  
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 Resolutions have full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 22nd day of March, 2024.

  
Michael H. Lanza, SICA Corporate Secretary



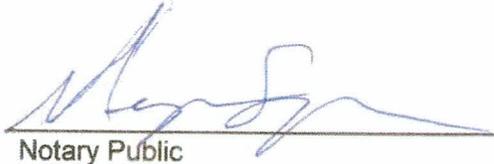
Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

STATE OF: Illinois

COUNTY OF: Champaign

On this 22<sup>ND</sup> day of March, 2024 personally appeared before me Meagan Svymbersky, who being duly sworn did depose and say that Lucas Sherman is the attorney-in-fact of the **Selective Insurance Company of America**, New Jersey that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Meagan Svymbersky, acknowledged that Lucas Sherman executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.



  
Notary Public