PROPOSER SUMMARY SHEET
<u>RFP #24-026</u>
2024 Concrete Flatwork and Sidewalk Replacement
Business Name: <u>MAS Clarkground In C</u> Street Address: <u>26603 Covemous Vivy</u> City, State, Zip: <u>Manee, IC. 604449</u>
Contact Name: Mike Tracisias
Title: Estimato
Phone: <u>708-534-6434</u> Fax: <u>708-534-652</u>
E-Mail address:
Price Proposal

GRAND TOTAL PROPOSAL PRICE

\$ 1,339,675.00

AUTHORIZATION & SIGNATURE

Kasini Name of Authorized Signee: N Signature of Authorized Signee: Date: 3/19/24 Title: X Mecut

Addenter # 2 - Reknow belged

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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 X Jash Kaling
(Enter Name of Person Making Certification)
as X Secretary
(Enter Title of Person Making Certification)
and on behalf of MAS Underground Inc
(Enter Name of Business Organization)
certifies that Proposers is:
1) <u>A BUSINESS ORGANIZATION</u> : Yes [No []
Federal Employer I.D. #: <u>36-400803</u> (or Social Security # if a sole proprietor or individual)
The form of business organization of the Proposer is (<i>check one</i>):
Sole Proprietor Independent Contractor <i>(Individual)</i> Partnership
LLC
Corporation
(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 [X] Veteran-Owned [] Disabled-Owned []	Small Business [] <u>(SBA standards)</u> Prefer not to disclose [] Not Applicable []
How are you certifying?	Certificates Attached [] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

Minority-Owned [] Women-Owned [] Veteran-Owned [] Disabled-Owned [] Small Business [] (<u>SBA standards</u>) Prefer not to disclose [X] Not Applicable []

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes No []

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

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

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

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

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,

RFP #24-026

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)



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 with his 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.

SLADOR DC Name of A&T Program:

Brief Description of Program:

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:

Signature of Authorized Officer

me of Authorized Officer

Date

REFERENCES

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

Proposor's Namo: _____ TAC. (Entor Name of Business Organization) 1. ORGANIZATION ADDRESS PHONE NUMBER CONTACT PERSON anna Was YEAR OF PROJECT 2. ORGANIZATION ADDRESS PHONE NUMBER CONTACT PERSON warmen? YEAR OF PROJECT 3, ORGANIZATION ADDRESS PHONE NUMBER CONTACT PERSON Ulanman Timaconsk YEAR OF PROJECT 3

ORLAND PARK 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

PCC Sidewalk Removal and Replacement	87,500 3,000	SQFT	\$	12.75		
	3 000				\$	1,115,625.00
	3,000	SQFT	\$	8.25	\$	24,750.00
CC Sidewalk 8 Inch - High Early Strength - Removal and Replacement	100	SQFT	\$	48.00	\$	4,800.00
CC Sidewalk 8 Inch - High Early - Replacement Only	100	SQFT	\$	38.00	\$	3,800.00
etectable Warnings	500	SQFT	\$	42.00	\$	21,000.00
CC Driveway Removal and Replacement - 5"	100	SQFT	\$	45.00	\$	4,500.00
PCC Driveway Replacement Only - 5"		SQFT	\$	25.00	\$	5,000.00
HMA Driveway Removal and Replacement - 3"		SQY	\$	149.00	\$	14,900.00
HMA Driveway Replacement Only - 3"		SQY	\$	77.00	\$	15,400.00
lass D Patches, Various Types (Removal and Replacement)	50	TON	\$	500.00	\$	25,000.00
Class D Patches, Various Types (Replacement Only)		TON	\$	280.00	\$	84,000.00
Concrete Curb and Gutter Removal and Replacement		FOOT	\$	83.00	\$	8,300.00
oncrete Curb and Gutter Replacement Only	200	FOOT	\$	63.00	\$	12,600.00
	*61				\$	1,339,675.00
	CC Driveway Removal and Replacement - 5" CC Driveway Replacement Only - 5" MA Driveway Removal and Replacement - 3" MA Driveway Replacement Only - 3" ass D Patches, Various Types (Removal and Replacement) ass D Patches, Various Types (Replacement Only) oncrete Curb and Gutter Removal and Replacement	CC Driveway Removal and Replacement - 5" 100 CC Driveway Replacement Only - 5" 200 MA Driveway Removal and Replacement - 3" 100 MA Driveway Replacement Only - 3" 200 ass D Patches, Various Types (Removal and Replacement) 50 ass D Patches, Various Types (Replacement Only) 300 oncrete Curb and Gutter Removal and Replacement 100 ware to be added to be a	CC Driveway Removal and Replacement - 5"100SQFTCC Driveway Replacement Only - 5"200SQFTMA Driveway Removal and Replacement - 3"100SQYMA Driveway Replacement Only - 3"200SQYass D Patches, Various Types (Removal and Replacement)50TONass D Patches, Various Types (Replacement Only)300TONoncrete Curb and Gutter Removal and Replacement100FOOToncrete Curb and Gutter Replacement Only200FOOT	Detectable WarningsSQFTSQC Driveway Removal and Replacement - 5"100SQFTCC Driveway Replacement Only - 5"200SQFTWA Driveway Removal and Replacement - 3"100SQYMA Driveway Replacement Only - 3"200SQYMA Driveway Replacement Only - 3"200SQYass D Patches, Various Types (Removal and Replacement)50TONass D Patches, Various Types (Replacement Only)300TONponcrete Curb and Gutter Removal and Replacement100FOOTsoncrete Curb and Gutter Replacement Only200FOOT	SoleSQFTCC Driveway Removal and Replacement - 5"100SQFT\$ 45.00CC Driveway Replacement Only - 5"200SQFT\$ 25.00MA Driveway Removal and Replacement - 3"100SQY\$ 149.00MA Driveway Replacement Only - 3"200SQY\$ 77.00MA Driveway Replacement Only - 3"200SQY\$ 500.00ass D Patches, Various Types (Removal and Replacement)50TON\$ 500.00ass D Patches, Various Types (Replacement Only)300TON\$ 280.00concrete Curb and Gutter Removal and Replacement100FOOT\$ 63.00concrete Curb and Gutter Replacement Only200FOOT\$ 63.00concrete Curb and Gutter Replacement Only50FOOT\$ 63.00concrete Curb and Gutter Replacement Only50FOOT\$ 63.00concrete Curb and Gutter Replacement Only50FOOT\$ 63.00concrete Curb and Gutter Replacement Only505050concrete	SubscriptionSubscriptionSuperior <th< td=""></th<>

*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:	Mike Drousias	
Firm Name:	M&J Underground Inc.	
Signed:	man	
Title:	Estimator	
Dated:	3/22/2024	



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



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 9/9/22

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 22 DAY OF Signature Authorized to execute agreements Printed Name & Title Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/13/2024

C B	ERT ELO	CERTIFICATE IS ISSUED AS A MAT IFICATE DOES NOT AFFIRMATIVE W. THIS CERTIFICATE OF INSUR/ ESENTATIVE OR PRODUCER, ANI	LY OI ANCE	r ne : Doe	GATIVELY AMEND, EXTEN S NOT CONSTITUTE A C	ND OR /	ALTER THE C	OVERAGE A	FFORDED BY THE POLI	R. THIS CIES	10/2024	
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PRO		· · · · · · · · · · · · · · · · · · ·				CONTAC NAME:						
RW	C Ins	surance Group				PHONE (A/C, No E-MAIL	Ext): (815) 46	9-6585	FAX (A/C, No):	(815) 4	69-6165	
Ray	Wei	denaar & Co.				E-MAIL ADDRES	SS:					
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Frar	kfor	t			IL 60423-7767	INSURE	RA: Valley Fo	rge Insurance	Company "A " Rated		20508	
INSU	RED					INSURE	_{RB:} Continen	tal Insurance (Co. "A " Rated		35289	
		M & J UNDERGROUND INC				INSURE	RC: National	Fire Ins Co Ha			20478	
		26603 Governors Highway Sui	te 1			INSURE	RD: Evanstor	Insurance Co	mpany "A " Rated		003759	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: RFP# 24-026, 2024Concrete Flatwork and Sidewalk Replacement. Additional Insureds with respects to General Liability and Auto Liability when required by written contract on a primary and non-contributory basis: The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents. If required by written contract, a waiver of subrogation in favor of the additional insureds will apply to General Liability, Auto Liability and Workers' Compensation. Umbrella follows form												
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	<u></u>	ICATE HOLDER Village of Orland Park 14700 Ravinia Ave.				SHO THE ACC	ULD ANY OF T EXPIRATION D		SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		BEFORE	
		Orland Park			IL 60462			Ľ.	Mark Duncon			

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CNA PARAMOUNT

CN A

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such written contract; or
 - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. the written contract requires you to provide the additional insured such coverage; and
 - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- **III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - **B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- /. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

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Primary and Noncontributory Insurance

CNA

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written **contract** requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement

ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs
 A. through H. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
 - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
 - (2) was executed prior to:
 - (a) the bodily injury or property damage; or
 - (b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, property damage or personal and advertising injury arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



Contractors' General Liability Extension Endorsement

- a. the Named Insured's acts or omissions; or
- b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and noncontributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:
 - a. on the effective date of this Coverage Part; or

CNA PARAMOUNT



Contractors' General Liability Extension Endorsement

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of ball bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who is An Insured:

- a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The Insurance alforded by this provision A.1. does not apply to any such enlity that is an "insured" under any other liability "policy" providing "auto" coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - "Bodlly injury" or "property damage" caused by an 'accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- 3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II Who is An insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
- An "employee" of yours is an "Insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Pollcy," as used in this provision A. Who is An Insured, includes those pollcies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

- 1. In a.(2), the limit for the cost of ball bonds is changed from \$2,000 to \$5,000; and
- 2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage it such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, In Ileu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.
- C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

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Page 1 of 3

Valley Forge Ins Co. M&J Underground, Inc. Policy No: 605050541752

(2) Excess over any other collectible insurance.

 For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Dutles in The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.;

(4) Your "employees" may know of an "accident" or "ioss." This will not mean that you have such knowledge, unless such "accident" or "ioss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. /Transfer Of Rights Of Recovery Against Others

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We walve any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this walver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.;

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss,"

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide;

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodliy injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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CNA Paramount Excess and Umbrella Liability

Policy

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in bold have special meaning. Refer to the section entitled DEFINITIONS.

COVERAGES 1.

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the insured those damages in excess of the applicable underlying limits. Coverage hereunder will attach only after the full amount of the applicable underlying limits have been exhausted through payment in legal currency of covered loss under all applicable underlying insurance and to which this Coverage A applies,

Coverage A under this Policy will then apply in conformance with the provisions of the applicable underlying Insurance except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable underlying limits, the Insurer shall only pay for damages in excess of the applicable underlying limits. This Coverage A does not provide coverage for any loss not covered by the applicable underlying insurance except and to the extent that such loss is not paid under the applicable underlying insurance solely by reason of the exhaustion of the applicable underlying limits through payment of loss thereunder.

This Coverage applies:

- 1. if the applicable underlying insurance is on an occurrence basis, then only if that which must take place in the policy period of the underlying insurance in order to trigger coverage, takes place during this policy period; and
- 2. if the applicable underlying insurance is on a claims made basis, then only if:
 - a. that which must take place in the underlying insurance in order to trigger coverage, takes place after the retroactive date and prior to the end of the policy period; and
 - b. the claim is first made during the policy period.

B. Coverage B - Umbrella Liability

The insurer will pay on behalf of the insured those damages in excess of the retained amount:

- 1. that an **Insured** becomes legally obligated to pay because of **bodily injury**, property damage or personal and advertising injury; or
- 2. because of liability for bodily injury or property damage assumed under an insured contract, provided the bodily injury or property damage occurs subsequent to the execution of such insured contract;

and provided that:

- a. the bodily injury or property damage occurs during the policy period;
- b. the bodily injury or property damage is caused by an occurrence that takes place in the coverage territory;

Policy No: 6060641783



CNA Paramount Excess and Umbrella Liability

Assignment of interest under this policy shall not bind the insurer unless its consent is endorsed hereon,

V. Unintentional Omission

Based on Insurer's reliance on the Named Insured's representations as to existing hazards, if the Named Insured should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

) Waiver of Rights of Recovery

The Insurer waives any right of recovery It may have against any person or organization because of payments the Insurer makes under this Policy if the Named Insured has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. is in effect or becomes effective during the policy period; and
- 2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the Named Insured's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the Named Insured's goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any executive officer, member of the Named Insured's risk management or in-house general counsel's office, or any employee authorized by the Named Insured to give or receive notice of a claim.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, auto does not include mobile equipment.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

A. suit; or

Policy No: 6050541783

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Workers Compensation And Employers Liability Insurance Policy Endorsement

en oltolun nehr vonecoverrengivi ornen:

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this walver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Lisea No: WC 00 03 13 (04-1984)

Policy No: 6 50541786

Endorwament No: 2; Page: 1 of 1 Underwriting Company: National Fire Insurance Company of Hartford, 333 5 Wabash Ave, Chicago, IL 60604

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THE AMERICAN INSTITUTE OF ARCHITECTS

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AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE
26603 Governors Highway Monee, IL 60449
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
P.O. Box 712, Des Moines, IA 50306-0712
a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Orland Park
14700 S Ravinia Ave Orland Park, IL 60462
as Obligee, hereinafter called the Obligee, in the sum of <u>Ten Percent of Amount Bid</u>
Dollars (\$),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for RFP#24-026 - 2024 Concrete Flatwork & Sidewalk Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed thi	s 22nd	day of	March		2024
<u> </u>	(Witness))	M&J Underground, Inc. (Principal) By:	() () () () () () () () () () () () () () ((Seal) Acc. (Title)
Surety Phone No. 51	(Witness)	SEAL	Employers Mutual Casualty Company (Surety) By: Wal and Mahan Attomey-in-Fact William P. Maher		(Seal) (Title)

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

A		R		
G-23208-B	SS.			
STATE OF	Illinois			
COUNTY OF	Cook			
I,	Laura Priester	Notary Public of	Cook	County,
in the State	e of Illinois	, do hereby certify that	William P. Maher	
Attorney-in	-Fact, of the Employers Mu	utual Casualty Company		
who	is personally known	to me to be the same person v	vhose name	is
subscribed	to the foregoing instrument,	appeared before me this day in	n person, and	
acknowled	ged that he signed, sealed a	and delivered said instrument, f	or and on behalf of the	
Employers I	Nutual Casualty Company			
for the use	s and purposes therein set fo	orth.		
Give	n under my hand and notaria	al seal at my office in the City o	fPalatine	
in said Cou	unty, this22nd	day of March	1 A.D.,	2024
			h.L	<u>)</u>
		Notar	y Public Laura Prie	ester
			mmission expires:	
		-		
		1	OFFICIAL SEAL	
		NOTA	LAURA PRIESTER RY PUBLIC, STATE OF ILLINOI	s
		2 M	y Commission Expires 5/13/25	

P.O. Box 712 • Des Moines, Iowa 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation

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SEAL

VILLIAN STATE

KATHY LOVERIDGE Ammission Number 780769 My Commission Expires October 10, 2025

10000

1953

SEAL

f 4 8 4 4 4

2. EMCASCO Insurance Company, an Iowa Corporation

3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation

6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

William P. Maher

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number:	Bid Bond
Principal :	M&J Underground, Inc.
Obligee :	Village of Orland Park

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behall of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022,

Seals

Judol X

Scott R. Jean, President & CEO of Company 1 Chairman, President t& CEO of Companies 2, 3, 4, 5 & 6

odd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025

Notary ublic in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney Issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seat of each Company this 22nd day of 2024 March

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

M & J Underground, Inc.

Phone 708-534-6434 Fax 708-534-6521

www.mjunderground.com

PO Box 164 Monee, IL 60449

Technical Proposal:

Experience:

The reference page has been completed with this bid package.

Operating History:

M&J Underground Inc, has been in existence since 1995. We are a DBE/WBE IDOT certified contractor. We are also certified with CCHD, CDOT. M&J Underground has completed municipal, county, township, IDOt & private work over the years.

Qualifications:

M&J owns all the necessary equipment to perform excavation, underground, concrete, aggregate and asphalt work. Our owners & management team all have 20+ years of experience.