ORIGINAL

LINDAHL BROS. INC.
SINCE 1927

ORLAND PARK

# REQUEST FOR PROPOSALS
# #24-021

## 2024 Orland Hills West Road and Ditch Reconstruction

**ISSUED**

**January 22, 2024**

**BID OPENING**

**February 16, 2024**
**11:00 A.M.**

Office of the Village Clerk
2ND Floor
14700 S. Ravinia Ave.
Orland Park, IL 60462

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- Unit Price Sheet ..... Under Separate Cover

# SECTION I – INSTRUCTIONS TO PROPOSERS

ORLAND PARK

# RFP #24-021
# 2024 Orland Hills West Road and Ditch Reconstruction

## OVERVIEW

The Village of Orland Park ("Village") is requesting proposals for street cross section reconstruction, ditch re-grading, driveway pavement removal & replacement, storm sewer culvert removal & replacement, concrete shoulder construction, and landscape restoration in the Orland Hills West subdivision ("Project").

## SUBMISSION DEADLINE

Proposals must be submitted not later than 11:00 a.m, local time, on February 16, 2024. No consideration will be given to proposals received after the stated date and time. Proposals submitted must include all information and documents as requested in this Request for Proposals. No oral or electronic proposals sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

**THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.**

## QUESTION INFORMATION

All questions related to this proposal must be submitted online through BidNet Direct, no later than 12:00 p.m. local time on February 5, 2024. No oral comments will be made to any Proposer as to the meaning of the proposal documents. Any and all questions will be answered through BidNet Direct in an addendum after the question period closes. This policy affords all parties submitting proposals the same information.

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of an Addendum to be posted on the Village's page on BidNet Direct. Answers to questions will not be mailed to potential proposers.

In order to receive notification of any Addenda, please "FOLLOW" the solicitation on BidNet Direct to ensure that you receive notification of any addenda that may be issued.

Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the BidNet Direct website or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Proposer or relieve him from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

## PRE-PROPOSAL MEETING

A pre-proposal meeting, at which attendance is N/A. Meeting details, if applicable: at at .

## PROJECT DETAILS

### Scope of Work

The Scope of Work for this RFP #24-021 is attached under separate cover.

## SUBMISSION REQUIREMENTS

### Bond

Each proposal must be accompanied by a proposal deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the *Village of Orland Park* for ten percent (10%) of the total amount of the proposal price. After Contract award, the Village will return deposits to unsuccessful Proposers. Bid Bond is Applicable.

### Other

Each Proposer is responsible for reading this RFP and determining that the Specifications describe the Project in sufficient detail. Proposers shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this RFP and shall note in its proposal the adjustments made to accommodate such deficiencies.

After proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this RFP, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

### Technical Proposal

In addition to the required forms in *Section III* of this RFP, Proposers must include the information requested as part of the Project Details of this RFP (the "Technical Proposal") with their submittal.

Each proposal submitted to the Village of Orland Park shall include, without limitation, the following information in narrative and/or outline form:

Experience: Describe the experience of the company and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

Operating History: Provide background information on your company that will permit the Village to determine the capability of the vendor to meet all contractual requirements.

Qualifications: List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

Proposed Fee: The submitted proposal shall include a scope of work pricing sheet (pricing guide). These prices shall include all permits, insurance, goods/materials, equipment, plant/laboratory facilities, work, transportation, documentation and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

**Required Forms**

Proposers shall provide all the information requested in *Section III* of this RFP.

1. *Proposal Summary Sheet* – The Proposal Summary Sheet must be completed, signed and submitted with the proposal. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Project. The submitted price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Proposal Summary Sheet is attached under separate cover.

2. *Certificate of Compliance* – The Certificate of Compliance must be completed, signed, and submitted with the proposal. The Certificate of Compliance is attached under separate cover.

3. *References* – The References form must be completed and submitted with the proposal. Proposers shall provide three (3) references for which they have performed similar work. By providing this information, Proposers grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Proposer's references to further evaluate Proposer responsibility. The References form is attached under separate cover.

4. *Insurance Requirements* – The Insurance Requirements must be completed, signed and submitted with the proposal. Proposers may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the proposer currently has in force. Insurance Requirements is attached under separate cover.

5. *Unit Pricing* – The unit price sheet is Under Separate Cover.

**Submission**

Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal. Proposers must submit all proposals in a sealed envelope labeled RFP #24-021 2024 Orland Hills West Road and Ditch Reconstruction in the lower left-hand corner. All sealed proposals must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

**Or**

Proposers may choose to submit one (1) copy electronically through BidNet Direct.

Either form of submissions must be received no later than 11:00 a.m., local time, on February 16, 2024. No consideration will be given to proposals received after the stated date and time. The proposal shall include all requested information, forms, certifications and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

**Withdrawal of Proposals**

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered. Proposals shall be irrevocable for at minimum sixty (60) calendar days after the Village opens them.

## EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant.

The Village of Orland Park retains the right to accept any proposal, any part or parts thereof or reject all proposals. The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Proposal and Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

## SUBMITTAL CHECKLIST

In order to be responsive, each Proposer must submit the following items by 11:00 A.M. February 16, 2024:

1. A Technical Proposal as described in this RFP.

2. Bid Bond for ten percent (10%) of the bid price. Include the original document in the unbound bid copy. Bid Bond is Applicable.

3. Signed and completed Required Forms from *Section III*:

    a. Proposer Summary Sheet

    b. Certificate of Compliance

    c. Three (3) References

    d. Insurance Requirements Form and policy specimen Certificate of Insurance

    e. Unit Price Sheet – Under Separate Cover

4. Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal. Proposers must submit all proposals in a sealed envelope labeled RFP # 24-021, 2024 Orland Hills West Road and Ditch Reconstruction in the lower left-hand corner. All sealed proposals must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

    Or

    Proposers may choose to submit one (1) copy electronically through BidNet Direct.

    Please contact BidNet Direct at 800-835-4603 if you experience trouble with your submission.

**PROPOSER SUMMARY SHEET**
RFP #24-021
2024 Orland Hills West Road and Ditch Reconstruction

Business Name: Lindahl Brothers, Inc.

Street Address: 622 E. Green Street

City, State, Zip: Bensenville, IL 60106

Contact Name: R. A. Sheppard

Title: Project Manager

Phone: (630) 595-1080 Fax: (630) 595-0976

E-Mail address: rasheppard@lindahlbros.com

**Price Proposal**

**Complete the unit price sheet**

**GRAND TOTAL PROPOSAL PRICE** $ 1,938,676.57

**AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: John Lindahl

Signature of Authorized Signee: John Lindahl

Title: President Date: February 16, 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.*

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The undersigned John Lindahl,
*(Enter Name of Person Making Certification)*

as President
*(Enter Title of Person Making Certification)*

and on behalf of Lindahl Brothers, Inc.,
*(Enter Name of Business Organization)*

certifies that Proposers is:

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

**Federal Employer I.D. #:** 36-2406130
*(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
_X_ Corporation Illinois *(State of Incorporation)* 2/26/1957 *(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 [X]**

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 [ ]** | **Small Business [ ]** (SBA standards) |
| **Women-Owned [ ]** | **Prefer not to disclose [X]** |
| **Veteran-Owned [ ]** | **Not Applicable [ ]** |
| **Disabled-Owned [ ]** | |

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

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

## 4) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: Yes [X] 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 [X] 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 [X] 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) <u>PREVAILING WAGE COMPLIANCE</u>: Yes [X] 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 [X] 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:** Program sponsors will be the Local Union, as certified by the U.S. Department of Labor

**Brief Description of Program:** We are members of the following: Teamsters Union-Local 731,

International Union of Operating Engineers-Local 150, and Construction & General Laborers Union-Local 5 & 1006.

Subcontracted work includes: Concrete Work, Sewer, Water & Drainage Work, Pavement Marking,

Tree Work & Landscape Restoration. The subcontracted work is to be performed by Union Contractors.

**9) TAX COMPLIANT: Yes [X] 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

John Lindahl
Name of Authorized Officer

President
Title

February 16, 2024
Date

## REFERENCES

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

**Proposer's Name:** Lindahl Brothers, Inc.
*(Enter Name of Business Organization)*

1. ORGANIZATION: Village of Orland Park (Project: 2023 Neighborhood Road Improvement Program)
   ADDRESS: 14700 S. Ravinia Avenue, Orland Park, IL 60462
   PHONE NUMBER: (708) 403-6350
   CONTACT PERSON: Michelle Heslin, Public Improvement Technician II
   YEAR OF PROJECT: 2023

2. ORGANIZATION: City of Burbank (Project: 2023 Street Rehabilitation Project)
   ADDRESS: 6530 West 79th Street, Burbank, IL 60459
   PHONE NUMBER: (630) 887-8640 (Novotny Engineering)
   CONTACT PERSON: Mr. Tim Geary, PE (Novotny Engineering)
   YEAR OF PROJECT: 2023

3. ORGANIZATION: City of Berwyn (Project: Multiple 2023 Street Resurfacing Projects)
   ADDRESS: 6700 W. 26th Street, Berwyn, IL 60402
   PHONE NUMBER: (630) 887-8640 (Novotny Engineering)
   CONTACT PERSON: Mr. Thomas R. Brandstedt, PE (Novotny Engineering)
   YEAR OF PROJECT: 2023

LINDAHL BROS. INC.
SINCE 1927

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

February 16, 2024
Re: Lindahl Brothers, Inc.
Qualification Statement

**Company Background**

a. Principals

i. John Lindahl (President)
ii. Clarence Lindahl, III (Vice President)
iii. Allen Lindahl (Vice President)

RFP #24-021 Job Specific Management Team

iv. Mike Voltarel - Head Field Superintendent - 35 years experience
v. R. A. Sheppard - Office Engineer - 40 years experience

b. Business Form: S-Corporation

c. Date Established: Lindahl Brothers was established in 1927 and incorporated in 1957.

d. Address: Lindahl Brothers, Inc.
622 East Green Street
Bensenville, Illinois 60106

e. Qualifications: Lindahl maintains a work force of over 115 employees and completes approximately 65 million dollars of constuction revenue annually.

RFP #24-021 Bituminous Mixtures will be produced out of our Chicago Ridge plant location

Please see the attached reference list as well as the attached IDOT Certificate of Eligibility listing a "Super Unlimited" rating for Lindahl Brothers, Inc.

If you have any questions, please call me at (630) 595-1080.

Sincerely,
Lindahl Brothers, Inc.

R. A. Sheppard
Office Engineer

622 EAST GREEN STREET • BENSENVILLE, ILLINOIS 60106 -2548
PHONES: CHICAGO (773) 622-4500 / 625-4500 • SUBURBAN (630) 595-1080 • FAX (630) 595-0976
www.lindahlbros.com

Illinois Department of Transportation

# Certificate of Eligibility

Contractor No 3460

Lindahl Brothers, Inc.
622 East Green Street Bensenville, IL 60106

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

| | | |
|---|---|---|
| 001 | EARTHWORK | $47,250,000 |
| 003 | HMA PLANT MIX | $29,725,000 |
| 012 | DRAINAGE | $925,000 |
| 017 | CONCRETE CONSTRUCTION | $175,000 |
| 032 | COLD MILL,PLAN. & ROTOMILL | $1,375,000 |
| 034 | DEMOLITION | $725,000 |
| 037 | EXPRESSWAY CLEANING | $450,000 |
| 08A | AGGREGATE BASES & SURF. (A) | $13,675,000 |
| 09A | HIGHWAY STRUCTURES | $1,075,000 |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/15/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 6/15/2023.

Engineer of Construction

IL 494-0645

LINDAHL BROS. INC.
SINCE 1927

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

February 16, 2024
Re: Lindahl Brothers, Inc.
Company Experience

**Company Experience**

Lindahl Brothers, Inc. is a premier construction company in the Chicagoland area that specializes in Asphalt Paving and Excavation. Since 1927, Lindahl Brothers, Inc. has delivered high quality results for projects of all sizes. Listed below are a few ADDITIONAL contracts and descriptions that Lindahl Brothers, Inc. completed in 2023 as the General Contractor.

1 **Village of Oak Lawn - 2023 Street Program (MFT) (Contract Amount: $5,267,234.05)**
Project Description: This project consisted of various location full-depth & partial-depth grinding and asphalt construction

Contact: Steve Gasperec (Christopher B. Burke Engineering, Ltd.) - Engineer Technician
Phone: (847) 833-0373

2 **City of Palos Heights - 2023 Roadway Resurfacing (MFT) (Contract Amount: $781,898.09)**
Project Description: This project consisted of various location street resurfacing

Contact: Aurimas Spucys, P.E. (Morris Engineering, Inc.) - Village Engineer
Phone: (630) 271-0770 Ext. 325

3 **Village of Chicago Ridge - Two (2) Street Projects (Combined Contract Amount: $711,861.39)**
Project Description: These projects consisted of full-depth grinding and asphalt construction

Contact: Andy Pufundt, P.E. (Christopher B. Burke Engineering, Ltd.) - Village Engineer
Phone: (847) 823-0500

If you have any questions, please call me at (630) 595-1080.

Sincerely,
Lindahl Brothers, Inc.

R. A. Sheppard
Office Engineer

622 EAST GREEN STREET • BENSENVILLE, ILLINOIS 60106 -2548
PHONES: CHICAGO (773) 622-4500 / 625-4500 • SUBURBAN (630) 595-1080 • FAX (630) 595-0976
www.lindahlbros.com

ORLAND PARK

# Unit Price Sheet
## RFP 24-021
## 2024 Orland Hills West Road and Ditch Reconstruction

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications as designated in Bid #22-070 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 2023 Laguna Woods Subdivision Roadway and Ditch Grading Improvements.

| Item | DESCRIPTION | QTY | UNIT | UNIT PRICE | Cost |
|---|---|---|---|---|---|
| 1 | TREE REMOVAL (6 TO 15 UNITS DIAMETER) | 92 | UNIT | $ 33.00 | $ 3,036.00 |
| 2 | TREE REMOVAL (OVER 15 UNITS DIAMETER) | 50 | UNIT | $ 44.00 | $ 2,200.00 |
| 3 | TREE ROOT PRUNING | 30 | EACH | $ 110.00 | $ 3,300.00 |
| 4 | EARTH EXCAVATION | 4,600 | CU YD | $ 48.50 | $ 223,100.00 |
| 5 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | 500 | CU YD | $ 48.50 | $ 24,250.00 |
| 6 | TRENCH BACKFILL | 190 | CU YD | $ 44.00 | $ 8,360.00 |
| 7 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | 750 | SQ YD | $ 2.00 | $ 1,500.00 |
| 8 | TOPSOIL FURNISH AND PLACE, 4" | 10,200 | SQ YD | $ 6.00 | $ 61,200.00 |
| 9 | EXLORATION TRENCH, SPECIAL | 200 | FOOT | $ 20.00 | $ 4,000.00 |
| 10 | NITROGEN FERTILIZER NUTRIENT | 200 | POUND | $ 1.50 | $ 300.00 |
| 11 | PHOSPHORUS FERTILIZER NUTRIENT | 200 | POUND | $ 1.50 | $ 300.00 |
| 12 | POTASSIUM FERTILIZER NUTRIENT | 200 | POUND | $ 1.50 | $ 300.00 |
| 13 | SODDING, SALT TOLERANT | 10,200 | SQ YD | $ 9.00 | $ 91,800.00 |
| 14 | SUPPLEMENTAL WATERING | 160 | UNIT | $ 0.01 | $ 1.60 |
| 15 | TEMPORARY EROSION CONTROL SEEDING | 200 | POUND | $ 8.00 | $ 1,600.00 |
| 16 | TEMPORARY DITCH CHECKS | 860 | FOOT | $ 15.00 | $ 12,900.00 |
| 17 | PERIMETER EROSION BARRIER | 2,230 | FOOT | $ 3.00 | $ 6,690.00 |
| 18 | INLET AND PIPE PROTECTION | 34 | EACH | $ 125.00 | $ 4,250.00 |
| 19 | INLET FILTERS | 18 | EACH | $ 175.00 | $ 3,150.00 |
| 20 | STABILIZED CONSTRUCTION ENTRANCE | 300 | SQ YD | $ 40.00 | $ 12,000.00 |
| 21 | WASHOUT BASIN | 5 | EACH | $ 150.00 | $ 750.00 |
| 22 | STONE RIPRAP, CLASS A3 | 70 | SQ YD | $ 90.00 | $ 6,300.00 |
| 23 | FILTER FABRIC | 70 | SQ YD | $ 8.00 | $ 560.00 |
| 24 | AGGREGATE SUBGRADE IMPROVEMENT | 500 | CU YD | $ 55.00 | $ 27,500.00 |
| 25 | AGGREGATE SUBGRADE IMPROVEMENT, 12" | 8,200 | SQ YD | $ 20.00 | $ 164,000.00 |
| 26 | SUBBASE GRANULAR MATERIAL, TYPE B 4.75" | 1,790 | SQ YD | $ 9.50 | $ 17,005.00 |
| 27 | AGGREGATE BASE COURSE, TYPE B 2" | 230 | SQ YD | $ 5.25 | $ 1,207.50 |
| 28 | HOT-MIX ASPHALT BASE COURSE, 6" | 1,280 | SQ YD | $ 42.50 | $ 54,400.00 |
| 29 | AGGREGATE FOR TEMPORARY ACCESS | 1,000 | TON | $ 30.00 | $ 30,000.00 |
| 30 | SPECIAL NEEDS DRIVEWAY ACCESS | 5 | EACH | $ 750.00 | $ 3,750.00 |
| 31 | BITUMINOUS MATERIALS (PRIME COAT) | 18,300 | POUND | $ 0.01 | $ 183.00 |
| 32 | BITUMINOUS MATERIALS (TACK COAT) | 1,830 | POUND | $ 0.01 | $ 18.30 |
| 33 | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 | 1,400 | TON | $ 87.25 | $ 122,150.00 |
| 34 | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 | 940 | TON | $ 98.50 | $ 92,590.00 |
| 35 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH | 230 | SQ YD | $ 67.00 | $ 15,410.00 |
| 36 | PAVEMENT REMOVAL | 7,850 | SQ YD | $ 8.00 | $ 62,800.00 |
| 37 | HOT-MIX ASPHALT SURFACE REMOVAL, 1.75" | 200 | SQ YD | $ 22.75 | $ 4,550.00 |
| 38 | DRIVEWAY PAVEMENT REMOVAL | 1,580 | SQ YD | $ 13.50 | $ 21,330.00 |
| 39 | COMBINATION CURB AND GUTTER REMOVAL | 280 | FOOT | $ 8.50 | $ 2,380.00 |
| 40 | PAVER REMOVAL | 110 | SQ FT | $ 11.00 | $ 1,210.00 |
| 41 | PORTLAND CEMENT CONCRETE SHOULDERS 12" | 1,100 | SQ YD | $ 133.50 | $ 146,850.00 |
| 42 | PIPE CULVERT REMOVAL | 1,390 | FOOT | $ 20.00 | $ 27,800.00 |
| 43 | PRECAST REINFORCED CONCRETE FLARED END SECTIONS WITH GRATING 12" | 2 | EACH | $ 2,200.00 | $ 4,400.00 |
| 44 | PRECAST REINFORCED CONCRETE FLARED END SECTIONS WITH GRATING 18" | 1 | EACH | $ 2,774.00 | $ 2,774.00 |
| 45 | PRECAST REINFORCED CONCRETE FLARED END SECTIONS WITH GRATING 24" | 2 | EACH | $ 3,460.00 | $ 6,920.00 |
| 46 | PRECAST REINFORCED CONCRETE FLARED END SECTIONS WITH GRATING, EQUIVALENT ROUND-SIZE 18" | 2 | EACH | $ 3,715.00 | $ 7,430.00 |
| 47 | PIPE CULVERTS, CLASS A, TYPE 1 12" | 485 | FOOT | $ 86.00 | $ 41,710.00 |
| 48 | PIPE CULVERTS, CLASS A, TYPE 1 18" | 56 | FOOT | $ 114.00 | $ 6,384.00 |
| 49 | PIPE CULVERTS, CLASS A, TYPE 1 24" | 42 | FOOT | $ 131.00 | $ 5,502.00 |
| 50 | PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 18" | 49 | FOOT | $ 140.00 | $ 6,860.00 |
| 51 | PIPE CULVERTS, WATER MAIN REQUIREMENTS, TYPE 1 12" | 812 | FOOT | $ 121.00 | $ 98,252.00 |
| 52 | WATER MAIN 6" | 90 | FOOT | $ 111.00 | $ 9,990.00 |
| 53 | WATER MAIN 12" | 90 | FOOT | $ 155.00 | $ 13,950.00 |

| | | | | | |
|---|---|---|---|---|---|
| 54 | WATER MAIN TEE, 12" X 6" | 8 | EACH | $ 2,335.00 | $ 18,680.00 |
| 55 | WATER MAIN REDUCER, 12" X 6" | 1 | EACH | $ 1,140.00 | $ 1,140.00 |
| 56 | WATER MAIN REMOVAL | 180 | FOOT | $ 26.00 | $ 4,680.00 |
| 57 | ADJUSTING WATER SERVICE LINES | 200 | FOOT | $ 73.00 | $ 14,600.00 |
| 58 | FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX | 9 | EACH | $ 11,800.00 | $ 106,200.00 |
| 59 | FIRE HYDRANTS TO BE ADJUSTED | 2 | EACH | $ 5,480.00 | $ 10,960.00 |
| 60 | FIRE HYDRANTS TO BE REMOVED | 9 | EACH | $ 750.00 | $ 6,750.00 |
| 61 | VALVE BOXES TO BE REMOVED | 8 | EACH | $ 120.00 | $ 960.00 |
| 62 | MANHOLES, TYPE A, 4'-DIAMETER WITH FLAT TOP, TYPE 1 FRAME, CLOSED LID | 1 | EACH | $ 5,600.00 | $ 5,600.00 |
| 63 | CATCH BASINS, TYPE C, TYPE 8 GRATE | 4 | EACH | $ 2,350.00 | $ 9,400.00 |
| 64 | INLETS, TYPE A, TYPE 8 GRATE | 12 | EACH | $ 2,100.00 | $ 25,200.00 |
| 65 | CATCH BASINS TO BE ADJUSTED | 1 | EACH | $ 340.00 | $ 340.00 |
| 66 | MANHOLES OT BE ADJUSTED | 11 | EACH | $ 465.00 | $ 5,115.00 |
| 67 | MANHOLES TO BE RECONSTRUCTED | 2 | EACH | $ 2,000.00 | $ 4,000.00 |
| 68 | VALVE VAULTS TO BE ADJUSTED | 10 | EACH | $ 465.00 | $ 4,650.00 |
| 69 | VALVE BOXES TO BE ADJUSTED | 10 | EACH | $ 365.00 | $ 3,650.00 |
| 70 | REMOVING MANHOLES | 2 | EACH | $ 950.00 | $ 1,900.00 |
| 71 | REMOVING CATCH BASINS | 1 | EACH | $ 950.00 | $ 950.00 |
| 72 | REMOVING INLETS | 3 | EACH | $ 300.00 | $ 900.00 |
| 73 | MOBILIZATION | 1 | L SUM | $ 58,000.00 | $ 58,000.00 |
| 74 | TRAFFIC CONTROL AND PROTECTION, (SPECIAL) | 1 | L SUM | 75,750.00 | $ 75,750.00 |
| 75 | SIGN PANEL - TYPE 1 | 7 | SQ FT | 51.67 | $ 361.69 |
| 76 | RELOCATE SIGN PANEL ASSEMBLY - TYPE A | 6 | EACH | 125.00 | $ 750.00 |
| 77 | TELESCOPING STEEL SIGN SUPPORT | 108 | FOOT | 24.31 | $ 2,625.48 |
| 78 | EPOXY PAVEMENT MARKING - LINE 4" | 400 | FOOT | $ 6.50 | $ 2,600.00 |
| 79 | EPOXY PAVEMENT MARKING - LINE 24" | 40 | FOOT | 39.00 | $ 1,560.00 |
| 80 | LIGHT POLE FOUNDATION, 24" DIAMETER | 30 | FOOT | 300.00 | $ 9,000.00 |
| 81 | REMOVE LIGHT POLE FOUNDATION | 2 | EACH | 525.00 | $ 1,050.00 |
| 82 | RELOCATED EXISTING LIGHTING UNIT | 2 | EACH | 7,900.00 | $ 15,800.00 |
| 83 | COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT | 20 | FOOT | 85.00 | $ 1,700.00 |
| 84 | DRAINAGE STRUCTURE ADJUSTMENT (SPECIAL) | 2 | EACH | 890.00 | $ 1,780.00 |
| 85 | SANITARY STRUCTURE ADJUSTMENT (SPECIAL) | 1 | EACH | 1,100.00 | $ 1,100.00 |
| 86 | CONSTRUCTION LAYOUT | 1 | L SUM | $ 29,800.00 | $ 29,800.00 |
| 87 | DRY WELL | 100 | CU FT | $ 20.00 | $ 2,000.00 |
| 88 | BLOCK WALL REMOVAL AND REPLACEMENT | 120 | SQ FT | $ 60.00 | $ 7,200.00 |
| 89 | PAVER DRIVEWAY REMOVAL AND REPLACEMENT | 150 | SQ FT | $ 20.00 | $ 3,000.00 |
| 90 | RELOCATE EXISTING MAILBOX | 36 | EACH | 500.00 | $ 18,000.00 |
| 91 | SEEDING, CLASS 2A | 0.15 | ACRE | 12,100.00 | $ 1,815.00 |
| 92 | SEEDING, CLASS 4A | 0.11 | ACRE | 12,100.00 | $ 1,331.00 |
| 93 | TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2" CALIPER, BALLED AND BURLAPPED | 2 | EACH | 750.00 | $ 1,500.00 |
| 94 | SHRUB, CORNUS STOLONIFERA (RED OSIER DOGWOOD), CONTAINER GROAN, 3-GALLON | 5 | EACH | 100.00 | $ 500.00 |
| 95 | SHRUB, PHYSOCARPUS OPULIFOLIUS SUMMER (SUMMER WINE COMMON NINEBARK), 2.5' HEIGHT, CONTAINER | 5 | EACH | 100.00 | $ 500.00 |
| 96 | PERENIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG | 75 | UNIT | 55.00 | $ 4,125.00 |
| | | | | | |

| | |
|---|---|
| ***GRAND TOTAL BID PRICE** | $ 1,938,676.57 |

*Please enter Total Cost on Bidder Summary Sheet

Proposer: R.A. Sheppard

Firm Name: Lindahl Brothers, Inc.

Signed:

Title: Project Manager

Dated: 2/16/2024

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:** *(not applicable for Goods Only)*
ISO CG 20 10 or CG 20 26
**and**
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

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

*In addition to the above, please provide the following coverage, if box is checked.*

☑ **LIABILITY UMBRELLA (Follow Form Policy)**
☐ $1,000,000 – Each Occurrence $1,000,000 – Aggregate
☑ $2,000,000 – Each Occurrence $2,000,000 – Aggregate
☐ Other: _____
**EXCESS MUST COVER:** General Liability, Automobile Liability, Employers' Liability

☐ **PROFESSIONAL LIABILITY**
☐ $1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ $2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ Other: _____
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, notification, response, credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required

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

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

ACCEPTED & AGREED THIS 16th DAY OF February, 2024

Signature

R. A. Sheppard, Project Manager

Printed Name & Title

Authorized to execute agreements for:

Lindahl Brothers, Inc.

Name of Company

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

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

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

However:

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

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

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

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

SAMPLE


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

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

**1.** Required by the contract or agreement; or

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

whichever is less.

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

SAMPLE



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

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) |
|---|
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

SAMPLE

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

**A.** In the performance of your ongoing operations; or

**B.** In connection with your premises owned by or rented to you.



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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   **b.** Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
2. "Bodily injury" or "property damage" occurring after:
   **a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   **b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

SAMPLE

performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:** The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement you have entered into with the additional insured; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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



SAMPLE

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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

SAMPLE


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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 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**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

CONTACT NAME: Lindsey Todt
PHONE (A/C, No, Ext): (847) 598-8753 FAX (A/C, No): (847) 440-9130
E-MAIL ADDRESS: Lindsey.Todt@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Fire Insurance Co. of Hartford | 20478 |
| INSURER B : Continental Insurance Company | 35289 |
| INSURER C : American Casualty Company of Reading, PA | 20427 |
| INSURER D : Travelers Property Casualty Co | 25674 |
| INSURER E : | |
| INSURER F : | |

**INSURED** LINDBRO-01
Lindahl Brothers, Inc.
622 E. Green Street
Bensenville IL 60106

**COVERAGES** **CERTIFICATE NUMBER:** 1476046070 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | | | 7036731005 | 4/1/2023 | 4/1/2024 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | 7036730985 | 4/1/2023 | 4/1/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 7036730999 | 4/1/2023 | 4/1/2024 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 7036731019 | 4/1/2023 | 4/1/2024 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| D | Lease & Rented | | | QT6308J907713TIL23 | 4/1/2023 | 4/1/2024 | Limit | 1,500,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
RE: Bids - Village of Orland Park
It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.
VILLAGE OF ORLAND PARK

**CERTIFICATE HOLDER**

VILLAGE OF ORLAND PARK
14700 S. RAVINIA AVE
ORLAND PARK IL 60462

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lisa Poljak

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

# CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS -

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:**

1. 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 afforded by this provision **A.1.** does not apply to any such entity 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:

      (1) "Bodily 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.

4. 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.

   "Policy," as used in this provision **A. Who Is An Insured**, includes those policies 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 bail 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 if 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 lieu 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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**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.**:

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

**a.** Any covered "auto" you lease, hire, rent or borrow without a driver; and

**b.** Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

**c.** The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

**d.** The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."

**e.** Such physical damage coverage for hired "autos" will:

**(1)** Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

**(2)** Such coverage as is provided by this provision will be subject to a limit of $750 per "accident."

**E. Airbag Coverage**

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

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

**c.** Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

**d.** A $100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the "diminution in value" exclusion does not apply to:

**a.** Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

**b.** Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

**c.** Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

**d.** The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

**(1)** $5,000; or

**(2)** 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III**:

**1.** Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

**a.** An "auto" owned by that "executive officer" or a member of that person's household; or

**b.** An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

**(1)** Equal to the greatest of those coverages afforded any covered "auto"; and


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(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws 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. Duties 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 "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" 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 To Us

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

We waive 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 waiver 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:

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

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

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** Lindahl Brothers Inc

**Endorsement Effective Date:** 04/01/2023

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

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

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| CNA | CNA PARAMOUNT<br><br>**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**.

**V.** 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**:



Policy No: 7036731005
Endorsement No: 7
Effective Date: 04/01/2023

Insured Name: Lindahl Brothers Inc

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**Primary and Noncontributory Insurance**

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.



Policy No: 7036731005
Endorsement No: /
Effective Date: 04/01/2023

Insured Name: Lindahl Brothers Inc

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**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 bail 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



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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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 waiver 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.



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# Questions & Answers - 1

| | |
|---|---|
| **Project** | 24-021 - 2024 Orland Hills West Road and Ditch Reconstruction |
| **Buying Organization** | Village of Orland Park |

| No | Question/Answer | Question Date |
|---|---|---|
| Q1 | **Question: Unit Price Excel Sheet**<br>There are some errors with the provided Unit Price Excel Sheet.<br>Item #46-does not have a unit of measure<br>Item #50-the item description is cut off<br>Item #51-the item description says Pip Culverts, Water Main Requirements, Type 1.5"; The plans describe the item as Pipe Culverts, Water Main Requirements, Type 1 12"<br>There may be other errors in the excel file, but these jumped out at me<br><br>**Answer:** An updated unit price sheet has been uploaded. | 01/29/2024 |

# Document A310™ – 2010

**Conforms with The American Institute of Architects AIA Document 310**

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

Lindahl Brothers, Inc.
622 East Green Street
Bensenville, IL 60106

**SURETY:**
*(Name, legal status and principal place of business)*
Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606
**Mailing Address for Notices**

**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.**

**OWNER:**
*(Name, legal status and address)*

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

**BOND AMOUNT:** 10% Ten Percent of Amount Bid

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

2024 Orland Hills West Road and Ditch Reconstruction; RFP #24-021

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 16th day of February, 2024.

*(Witness)* Clarence Lindahl III

*(Witness)* Ashley McMann

Lindahl Brothers, Inc.
*(Principal)* *(Seal)*

By:
*(Title)* John Lindahl- President

Continental Casualty Company
*(Surety)* *(Seal)*

By:
*(Title)* William Reidinger, Attorney-in-Fact

CONTINENTAL CASUALTY COMPANY
CORPORATE SEAL
1897

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William Reidinger **, Individually**

of Schaumburg, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

**Surety Bond No:** Bid Bond
**Principal:** Lindahl Brothers, Inc.
**Obligee:** Village of Orland Park

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof,** the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of February, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This 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 each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**