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

Business Name: MRJ Underground Inc.

Street Address: 26603 Governors Highway

City, State, Zip: Monee, IL 60449

Contact Name: Mike Drouaias

Title: Estimator

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

E-Mail address: MIKED@MRJUNDERGROUND.COM

Price Proposal

Complete the unit price sheet

GRAND TOTAL PROPOSAL PRICE $ 1,882,000.01

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Janice Reading

Signature of Authorized Signee: Janice R

Title: Pres Date: 2/14/24

ADDENDUM #1 - ACKNOWLEDGED

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 V Janice Reading,
(Enter Name of Person Making Certification)

as V President
(Enter Title of Person Making Certification)

and on behalf of M+J Underground Inc,
(Enter Name of Business Organization)

certifies that Proposers is:

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

Federal Employer I.D. #: 36-4008030
(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 IL. 2/24/95
(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 [ ] (SBA standards)
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 [ ] (SBA standards)
Prefer not to disclose [X]
Not Applicable [ ]

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,

unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers.

In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) **PREVAILING WAGE COMPLIANCE:** **Yes [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 [✓] 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: Local 15 Laborers Union, Local 150 Operators Union

Brief Description of Program:

Both union locals have apprentice programs in which we employ in both locals

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:

X Janice R
Signature of Authorized Officer

X Janice Reading
Name of Authorized Officer

X President
Title

X 2/14/24
Date

REFERENCES

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

Proposer's Name: MAJ Underground Inc.
(Enter Name of Business Organization)

1. ORGANIZATION Village of Orland Park
   ADDRESS
   PHONE NUMBER
   CONTACT PERSON Michelle Heslin
   YEAR OF PROJECT 2023 - Laguna Woods

2. ORGANIZATION City of Chgo. Hts.
   ADDRESS 1601 Chicago Road
   PHONE NUMBER 708-755-3118
   CONTACT PERSON Andrew Smith Jr.
   YEAR OF PROJECT 2023 - West Side Improvements

3. ORGANIZATION City of Oak Forest
   ADDRESS 15440 S. Central Ave.
   PHONE NUMBER 708-687-4050
   CONTACT PERSON Mike Salamowicz
   YEAR OF PROJECT 2023 - Waterman Improvements

Unit Price Sheet - ADDENDUM #2 ACKNOWLEDGED

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	$ 46.00	$ 4,232.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	50	UNIT	$ 56.00	$ 2,800.00
3	TREE ROOT PRUNING	30	EACH	$ 110.00	$ 3,300.00
4	EARTH EXCAVATION	4,600	CU YD	$ 47.00	$ 216,200.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	500	CU YD	$ 47.00	$ 23,500.00
6	TRENCH BACKFILL	190	CU YD	$ 73.00	$ 13,870.00
7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	750	SQ YD	$ 3.00	$ 2,250.00
8	TOPSOIL FURNISH AND PLACE, 4"	10,200	SQ YD	$ 6.75	$ 68,850.00
9	EXLORATION TRENCH, SPECIAL	200	FOOT	$ 40.00	$ 8,000.00
10	NITROGEN FERTILIZER NUTRIENT	200	POUND	$ 4.00	$ 800.00
11	PHOSPHORUS FERTILIZER NUTRIENT	200	POUND	$ 4.00	$ 800.00
12	POTASSIUM FERTILIZER NUTRIENT	200	POUND	$ 4.00	$ 800.00
13	SODDING, SALT TOLERANT	10,200	SQ YD	$ 11.50	$ 117,300.00
14	SUPPLEMENTAL WATERING	160	UNIT	$ 77.00	$ 12,320.00
15	TEMPORARY EROSION CONTROL SEEDING	200	POUND	$ 5.00	$ 1,000.00
16	TEMPORARY DITCH CHECKS	860	FOOT	$ 12.00	$ 10,320.00
17	PERIMETER EROSION BARRIER	2,230	FOOT	$ 4.00	$ 8,920.00
18	INLET AND PIPE PROTECTION	34	EACH	$ 52.00	$ 1,768.00
19	INLET FILTERS	18	EACH	$ 175.00	$ 3,150.00
20	STABILIZED CONSTRUCTION ENTRANCE	300	SQ YD	$ 0.01	$ 3.00
21	WASHOUT BASIN	5	EACH	$ 0.01	$ 0.05
22	STONE RIPRAP, CLASS A3	70	SQ YD	$ 47.00	$ 3,290.00
23	FILTER FABRIC	70	SQ YD	$ 26.00	$ 1,820.00
24	AGGREGATE SUBGRADE IMPROVEMENT	500	CU YD	$ 60.00	$ 30,000.00
25	AGGREGATE SUBGRADE IMPROVEMENT, 12"	8,200	SQ YD	$ 21.00	$ 172,200.00
26	SUBBASE GRANULAR MATERIAL, TYPE B 4.75"	1,790	SQ YD	$ 25.00	$ 44,750.00
27	AGGREGATE BASE COURSE, TYPE B 2"	230	SQ YD	$ 0.01	$ 2.30
28	HOT-MIX ASPHALT BASE COURSE, 6"	1,280	SQ YD	$ 57.00	$ 72,960.00
29	AGGREGATE FOR TEMPORARY ACCESS	1,000	TON	$ 0.01	$ 10.00
30	SPECIAL NEEDS DRIVEWAY ACCESS	5	EACH	$ 400.00	$ 2,000.00
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	$ 94.00	$ 131,600.00
34	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	940	TON	$ 125.00	$ 117,500.00
35	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH	230	SQ YD	$ 72.00	$ 16,560.00
36	PAVEMENT REMOVAL	7,850	SQ YD	$ 7.00	$ 54,950.00
37	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75"	200	SQ YD	$ 9.00	$ 1,800.00
38	DRIVEWAY PAVEMENT REMOVAL	1,580	SQ YD	$ 24.00	$ 37,920.00
39	COMBINATION CURB AND GUTTER REMOVAL	280	FOOT	$ 11.00	$ 3,080.00
40	PAVER REMOVAL	110	SQ FT	$ 13.00	$ 1,430.00
41	PORTLAND CEMENT CONCRETE SHOULDERS 12"	1,100	SQ YD	$ 127.00	$ 139,700.00
42	PIPE CULVERT REMOVAL	1,390	FOOT	$ 13.00	$ 18,070.00
43	PRECAST REINFORCED CONCRETE FLARED END SECTIONS WITH GRATING 12"	2	EACH	$ 1,400.00	$ 2,800.00
44	PRECAST REINFORCED CONCRETE FLARED END SECTIONS WITH GRATING 18"	1	EACH	$ 1,700.00	$ 1,700.00
45	PRECAST REINFORCED CONCRETE FLARED END SECTIONS WITH GRATING 24"	2	EACH	$ 2,000.00	$ 4,000.00
46	PRECAST REINFORCED CONCRETE FLARED END SECTIONS WITH GRATING, EQUIVALENT ROUND-SIZE 18"	2	EACH	$ 2,100.00	$ 4,200.00
47	PIPE CULVERTS, CLASS A, TYPE 1 12"	485	FOOT	$ 71.00	$ 34,435.00
48	PIPE CULVERTS, CLASS A, TYPE 1 18"	56	FOOT	$ 83.00	$ 4,648.00
49	PIPE CULVERTS, CLASS A, TYPE 1 24"	42	FOOT	$ 105.00	$ 4,410.00
50	PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 18"	49	FOOT	$ 146.00	$ 7,154.00
51	PIPE CULVERTS, WATER MAIN REQUIREMENTS, TYPE 1 12"	812	FOOT	$ 98.00	$ 79,576.00
52	WATER MAIN 6"	90	FOOT	$ 105.00	$ 9,450.00
53	WATER MAIN 12"	90	FOOT	$ 295.00	$ 26,550.00

54	WATER MAIN TEE, 12" X 6"	8	EACH	$ 1,600.00	$ 12,800.00
55	WATER MAIN REDUCER, 12" X 6"	1	EACH	$ 990.00	$ 990.00
56	WATER MAIN REMOVAL	180	FOOT	$ 24.00	$ 4,320.00
57	ADJUSTING WATER SERVICE LINES	200	FOOT	$ 105.00	$ 21,000.00
58	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	9	EACH	$ 8,100.00	$ 72,900.00
59	FIRE HYDRANTS TO BE ADJUSTED	2	EACH	$ 1,255.00	$ 2,510.00
60	FIRE HYDRANTS TO BE REMOVED	9	EACH	$ 1,600.00	$ 14,400.00
61	VALVE BOXES TO BE REMOVED	8	EACH	$ 255.00	$ 2,040.00
62	MANHOLES, TYPE A, 4'-DIAMETER WITH FLAT TOP, TYPE 1 FRAME, CLOSED LID	1	EACH	$ 3,050.00	$ 3,050.00
63	CATCH BASINS, TYPE C, TYPE 8 GRATE	4	EACH	$ 1,290.00	$ 5,160.00
64	INLETS, TYPE A, TYPE 8 GRATE	12	EACH	$ 1,200.00	$ 14,400.00
65	CATCH BASINS TO BE ADJUSTED	1	EACH	$ 590.00	$ 590.00
66	MANHOLES OT BE ADJUSTED	11	EACH	$ 590.00	$ 6,490.00
67	MANHOLES TO BE RECONSTRUCTED	2	EACH	$ 2,070.00	$ 4,140.00
68	VALVE VAULTS TO BE ADJUSTED	10	EACH	$ 590.00	$ 5,900.00
69	VALVE BOXES TO BE ADJUSTED	10	EACH	$ 200.00	$ 2,000.00
70	REMOVING MANHOLES	2	EACH	$ 1,000.00	$ 2,000.00
71	REMOVING CATCH BASINS	1	EACH	$ 1,100.00	$ 1,100.00
72	REMOVING INLETS	3	EACH	$ 500.00	$ 1,500.00
73	MOBILIZATION	1	L SUM	$ 83,175.00	$ 83,175.00
74	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	3700	$ 3,700.00
75	SIGN PANEL - TYPE 1	7	SQ FT	53	$ 371.00
76	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	6	EACH	128	$ 768.00
77	TELESCOPING STEEL SIGN SUPPORT	108	FOOT	25	$ 2,700.00
78	EPOXY PAVEMENT MARKING - LINE 4"	400	FOOT	$ 6.50	$ 2,600.00
79	EPOXY PAVEMENT MARKING - LINE 24"	40	FOOT	40	$ 1,600.00
80	LIGHT POLE FOUNDATION, 24" DIAMETER	30	FOOT	310	$ 9,300.00
81	REMOVE LIGHT POLE FOUNDATION	2	EACH	580	$ 1,160.00
82	RELOCATED EXISTING LIGHTING UNIT	2	EACH	8125	$ 16,250.00
83	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	20	FOOT	112	$ 2,240.00
84	DRAINAGE STRUCTURE ADJUSTMENT (SPECIAL)	2	EACH	1620	$ 3,240.00
85	SANITARY STRUCTURE ADJUSTMENT (SPECIAL)	1	EACH	880	$ 880.00
86	CONSTRUCTION LAYOUT	1	L SUM	$ 25,500.00	$ 25,500.00
87	DRY WELL	100	CU FT	$ 22.00	$ 2,200.00
88	BLOCK WALL REMOVAL AND REPLACEMENT	120	SQ FT	$ 77.00	$ 9,240.00
89	PAVER DRIVEWAY REMOVAL AND REPLACEMENT	150	SQ FT	$ 41.00	$ 6,150.00
90	RELOCATE EXISTING MAILBOX	36	EACH	0.01	$ 0.36
91	SEEDING, CLASS 2A	0.15	ACRE	4100	$ 615.00
92	SEEDING, CLASS 4A	0.11	ACRE	4600	$ 506.00
93	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2" CALIPER, BALLED AND BURLAPPED	2	EACH	720	$ 1,440.00
94	SHRUB, CORNUS STOLONIFERA (RED OSIER DOGWOOD), CONTAINER GROAN, 3-GALLON	5	EACH	130	$ 650.00
95	SHRUB, PHYSOCARPUS OPULIFOLIUS SUMMER (SUMMER WINE COMMON NINEBARK), 2.5' HEIGHT, CONTAINER	5	EACH	130	$ 650.00
96	PERENIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG	75	UNIT	11	$ 825.00

***GRAND TOTAL BID PRICE**	$ 1,882,000.01

*Please enter Total Cost on Bidder Summary Sheet

Proposer: Mike Dousjais

Firm Name: MJ Underground Inc.

Signed: MJ

Title: Estimator - Superintendent

Dated: 2/16/24

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.

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 14 DAY OF Feb, 2024

Signature

Janice Reading President
Printed Name & Title

Authorized to execute agreements for:

M+J Underground Inc
Name of Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/09/2024

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
RWC Insurance Group
Ray Weidenaar & Co.
7239 W. Laraway Rd.
Frankfort IL 60423-7767

CONTACT NAME:
PHONE (A/C, No, Ext): (815) 469-6585 FAX (A/C, No): (815) 469-6165
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Valley Forge Insurance Company "A" Rated	20508
INSURER B :	Continental Insurance Co. "A" Rated	35289
INSURER C :	National Fire Ins Co Hartford "A" Rated	20478
INSURER D :	Evanston Insurance Company "A" Rated	003759
INSURER E :		
INSURER F :		

INSURED
M & J UNDERGROUND INC
26603 Governors Highway Suite 1
Monee IL 60449

COVERAGES **CERTIFICATE NUMBER:** 23/24 **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 [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6050541749	11/01/2023	11/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6050541752	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $ 10,000			6050541783	11/01/2023	11/01/2024	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6050541766	11/01/2023	11/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Janice Reading excluded on WC Pollution Liability			MKLV2ENV103611	07/11/2023	07/11/2024	Limit-Occur/Aggregate	$2,000,000

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

Re:RFP #24-021, 2024 Orland Hills West Road and Ditch Reconstruction. Additional Insureds with respects to General Liability and Auto Liability when required by written contract on a primary and non-contributory basis: 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.

CERTIFICATE HOLDER

Village of Orland Park
14700 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

G. Mark Duncan

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

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 Person or Organization:
ANY AND ALL ENTITIES AS REQUESTED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. **Exclusions**
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 site 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.

© ISO Properties, Inc., 2000

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

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 Person or Organization: ANY AND ALL ENTITIES AS REQUIRED BY WRITTEN CONTRACT
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2000

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
   1. If required in a written contract or agreement; or
   2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
   1. The following condition is added to **4. Other Insurance**.
   This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
   2. The following condition is added.
   Other Additional Insured Coverage Issued By Us
   If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. **Our Right to Recover Payments**
   If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and
b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury** or **property damage.**

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

A. **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added.
Any person or organization is an **insured** for Covered Autos Liability Coverage, however, only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

B. **SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only.
When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:
(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
(2) Such written agreement was in force prior to any **bodily injury** or property **damage**.

All other policy terms and conditions apply.

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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 for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/15/2023** Policy No. **AF WCP 100036516 02** Endorsement No.
Insured **SUNSET SEWER & WATER INC .** Premium: **$0**

Insurance Company **ACCIDENT FUND GENERAL INSURANCE COMPANY** Countersigned by _____

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
   SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and replaced by the following exclusion.
   (2) A watercraft you do not own that is:
   (a) Less than 50 feet long; and
   (b) Not being used to carry persons or property for a charge;
2. **BROADENED SUPPLEMENTARY PAYMENTS**
   SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
   The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.
3. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**
   If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE.**
   Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.
4. **PERSONAL INJURY EXTENSION**
   a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28, is attached to this policy, then this provision, **4.** PERSONAL INJURY EXTENSION, does not apply.
   b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28, is not attached to this policy, then **SECTION V - DEFINITIONS** is amended. Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.
   14. "Personal and advertising injury" means injury including consequential "bodily injury", arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
   c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
   d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   e. Oral or written publication of material, in any manner, that violates a person's right of privacy;
   f. The use of another's advertising idea in your "advertisement";
   g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
   h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.
5. **BROADENED KNOWLEDGE OF OCCURRENCE**
   SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.
   a. Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:
   (1) If the notice of a new claim is given to your "employee"; and
   (2) That "employee" fails to provide us with notice as soon as practicable.
   b. This exception shall not apply:
   (1) To you; or

(2) To any officer, director, partner, risk manager or insurance manager of yours.

6. **DAMAGE TO PREMISES RENTED TO YOU**
   a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.
      (1) The last paragraph is deleted and replaced by the following paragraph.
      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**
      (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.
         (a) "Property damage" to:
            1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
            2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
         (b) "Property damage" caused by or resulting from any of the following:
            1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
            2) Cracking, settling, expansion or shrinking;
            3) Smoke or smog;
            4) Birds, insects, rodents or other animals;
            5) Wear and tear;
            6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
            7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
               a) You make a reasonable effort to maintain heat in the building or structure; or
               b) You drain the equipment and shut off the water supply if the heat is not maintained.
         (c) "Property damage" caused directly or indirectly by any of the following:
            1) Water that backs up from a drain or sewer;
            2) Mud flow or mudslide;
            3) Volcanic eruption, explosion or effusion;
            4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
            5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
            6) Water under the ground surface pressing on, or seeping or flowing through:
               a) Walls, foundations, floors or paved surfaces;
               b) Basements, whether paved or not; or
               c) Doors, windows or other openings.
         (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.
   b. **Limits of Insurance**
      SECTION III - LIMITS OF INSURANCE is amended. Paragraph **6.** is deleted and replaced by the following paragraph.
      6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
   c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,** Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

7. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
   a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
      (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

8. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
Any person or organization with whom you have agreed to name as an additional insured:
(1) In a written contract or agreement, executed prior to loss; or
(2) In an oral contract or agreement, executed prior to loss, only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. The provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following paragraph.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
However:
a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. **BLANKET WAIVER OF SUBROGATION**
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights Of Recovery Against Others To Us.**
When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M&J Underground, Inc.
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 Ten Percent of Amount Bid
Dollars ($ 10%),
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 #24-021: 2024 Orland Hills West Road and Ditch Reconstruction

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 this 16th day of February , 2024

(Witness)

M&J Underground, Inc.
(Principal) (Seal)
By: Pres
(Title)

(Witness)

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

Employers Mutual Casualty Company
(Surety) (Seal)
By:
Attorney-in-Fact William P. Maher (Title)

Surety Phone No. 515-280-2511

G-23208-B ss.

STATE OF Illinois

COUNTY OF Cook

I, Laura Priester Notary Public of Cook County, in the State of Illinois, do hereby certify that William P. Maher Attorney-in-Fact, of the Employers Mutual Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Employers Mutual Casualty Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine in said County, this 16th day of February A.D., 2024

Notary Public Laura Priester

My Commission expires: May 13, 2025

OFFICIAL SEAL
LAURA PRIESTER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/13/25

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

EMC INSURANCE

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
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.

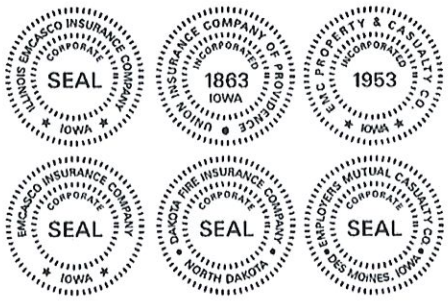
AUTHORITY FOR POWER OF ATTORNEY

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 behalf 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



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

Todd 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.

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

My Commission Expires October 10, 2025.

Notary Public 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 seal of each Company this 16th day of February, 2024.

Vice President

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