BIDDER SUMMARY SHEET
ITB #24-023
2024 Asphalt Parking Lot and Path Maintenance

Business Name: Orange Crush, LLC

Street Address: 321 Center Street

City, State, Zip: Hillside, IL 60162

Contact Name: Daniel Ahern

Title: Vice President

Phone: (708) 544-9440 Fax: (708) 544-023

E-Mail address: dahern@orangecrushllc.com

Price Proposal

GRAND TOTAL BID PRICE $ 341,562.00

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Daniel Ahern

Signature of Authorized Signee:

Title: Vice President Date: 2/19/2024

ORLAND PARK

CERTIFICATE OF COMPLIANCE

Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Daniel Ahern,
(Enter Name of Person Making Certification)

as Vice President
(Enter Title of Person Making Certification)

and on behalf of Orange Crush, LLC,
(Enter Name of Business Organization)

certifies that Bidder is:

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

Federal Employer I.D. #: 36-3739725
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (*check one*):

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
_X_ LLC
___ Corporation IL _____
(State of Incorporation) *(Date of Incorporation)*

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [ ] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [ ]

How are you certifying? **Certificates Attached [ ]** **Self-Certifying [ ]**

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

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

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

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

4) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: **Yes [X] No [ ]**

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

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

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color,

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

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

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

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

7) **PREVAILING WAGE COMPLIANCE:** Yes [X] No [ ]

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended,

Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** **Yes [X] No [ ]**

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: Teamsters Local, Laborers Local, Operators Local 150

Brief Description of Program: UNION APPRENTICE PROGRAMS

9) **TAX COMPLIANT:** **Yes [X] No [ ]**

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

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information

set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Daniel Ahern

Name of Authorized Officer

Vice President

Title

2/19/2024

Date

REFERENCES

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

Bidder's Name: Orange Crush, LLC
(Enter Name of Business Organization)

1. ORGANIZATION Village of Rosemont
   ADDRESS 9501 W. Devon Ave, Rosemont, IL 60018
   PHONE NUMBER (847) 823-0500
   CONTACT PERSON Mark Wrzeszcz
   YEAR OF PROJECT 2023

2. ORGANIZATION City of Darien
   ADDRESS 1702 Plainfield Road, Darien, Illinois 60561
   PHONE NUMBER 630-429-1711
   CONTACT PERSON David Fell
   YEAR OF PROJECT 2023

3. ORGANIZATION Village of Indian Head Park
   ADDRESS 201 Acacia Drive,Indian Head Park, IL 60525
   PHONE NUMBER 217-549-1220
   CONTACT PERSON Jeff Klein
   YEAR OF PROJECT 2023

ORLAND PARK

Unit Price Sheet
ITB #24-023
2024 Asphalt Parking Lot and Path Maintenance

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications on file in the office of the Owner as designated in the Invitation to Bid, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the 2024 Asphalt Parking Lot and Path Maintenance contract

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	REMOVE & REPLACE PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	60	SQFT	$ 30.00	$ 1,800.00
2	REMOVE & REPLACE COMBINATION CONCRETE CURB AND GUTTER	60	FOOT	$ 130.00	$ 7,800.00
3	EARTH EXCAVATION	20	CY	$ 75.00	$ 1,500.00
4	HOT-MIX ASPHALT PAVEMENT REMOVAL, PARKING LOT- 1.5 INCH	17,520	SY	$ 4.25	$ 74,460.00
5	CLASS D PATCHES- PARKING LOT	75	TON	$ 250.00	$ 18,750.00
6	CLASS D PATCHES- MULTI-USE PATH	25	TON	$ 300.00	$ 7,500.00
7	BUTT JOINTS	40	EACH	$ 31.00	$ 1,240.00
8	SWEEP AND PRIME COAT- PARKING LOT	17,520	SY	$ 0.50	$ 8,760.00
9	SWEEP AND PRIME COAT- MULTI-USE PATH	3,109	SY	$ 0.50	$ 1,554.50
10	AGGREGATE BASE COURSE	30	TON	$ 42.00	$ 1,260.00
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 1.5" THICKNESS	1,471	TON	$ 102.00	$ 150,090.96
12	HOT-MIX ASPHALT SURFACE COURSE, IL-19.0, N50- MULTI-USE PATH	261	TON	$ 144.00	$ 37,606.46
13	TOPSOIL & SEED- 6 INCH	80	SY	$ 17.00	$ 1,360.00
14	EROSION CONTROL BLANKET	80	SY	$ 6.00	$ 480.00
15	PAVEMENT MARKING- LETTERS & SYMBOLS	285	SF	$ 11.25	$ 3,206.25
16	PAVEMENT MARKING - 4" LINE	6,765	LF	$ 1.75	$ 11,838.75
17	PAVEMENT MARKING - 6" LINE	386	LF	$ 2.50	$ 965.00
18	PAVEMENT MARKING - 24" LINE	151	LF	$ 9.00	$ 1,359.00
19	CURB & GUTTER PAINTING	2,245	LF	$ 4.50	$ 10,102.50
				***GRAND TOTAL BID PRICE**	$ 341,633.42

*Please enter Total Cost on Bidder Summary Sheet

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

Proposer: Daniel Ahern

Firm Name: Orange Crush, LLC

Signed: Dal Ah

Title: Vice President

Dated: 2/19/2024

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Orange Crush, LLC
321 Center St. Hillside, IL 60162

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

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 2024 Asphalt Parking Lots and Paths

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 19th day of February, 2024

(Witness)

Orange Crush, LLC
(Principal) (Seal)
By:
Daniel Ahern Vice President (Title)

Maria A. Gonzalez (Witness)

Fidelity and Deposit Company of Maryland
CORPORATE SEAL 1890 Illinois

Fidelity and Deposit Company of Maryland
(Surety) (Seal)
By:
Attorney-in-Fact James I. Moore (Title)

G-23208-B ss.

STATE OF Illinois

COUNTY OF DuPage

I, Maria A. Gonzalez Notary Public of DuPage County, in the State of Illinois, do hereby certify that James I. Moore Attorney-in-Fact, of the Fidelity and Deposit Company of Maryland 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 Fidelity and Deposit Company of Maryland for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 19th day of February A.D., 2024

OFFICIAL SEAL
MARIA A GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
WILL COUNTY
MY COMMISSION EXPIRES 09/25/2026

Notary Public Maria A. Gonzalez

My Commission expires: September 25, 2026

Bond Number: Bid Bond

Obligee: Village of Orland Park

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James I. Moore**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of February, 2024.

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790