Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Trine Construction Corp.
1041 Trine Ct., Ste. A
St. Charles, IL 60174

OWNER:
(Name, legal status and address)
Village of Orland Park
14700 S. Ravina Ave.
Orland Park, IL 60462

SURETY:
(Name, legal status and principal place of business)
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

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.

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Catalina Subdivision 2024 Watermain Project - #202406

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 13th day of February, 2024

(Witness)

Graciela Hale
(Witness) Graciela Hale

Trine Construction Corp.
(Principal) *(Seal)*

By: _____
(Title)

Hudson Insurance Company
(Surety) *(Seal)*

By: _____
(Title) James I. Moore Attorney-in-Fact

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

S-0054/AS 8/10

State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Hale Notary Public of DuPage County, in the State of IL, do hereby certify that James I. Moore Attorney-in-Fact, of the Hudson Insurance 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 Hudson Insurance Company 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 13th day of February, 2024.

OFFICIAL SEAL
GRACIELA HALE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/20/25

Graciela Hale

Notary Public Graciela Hale

My Commission expires: December 20, 2025

HUDSON INSURANCE GROUP

Bond Number: Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore
of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (25,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis No. 01MU6067553
Corporate Secretary

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY NOTARY PUBLIC STATE OF NEW YORK

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 13th day of February, 2024.

(Corporate seal)

By.....
Dina Daskalakis, Corporate Secretary

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: $5,000,000 - Each Occurence
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 13 DAY OF February, 2024

Signature

Michael A. Cendrada, President
Printed Name & Title

Authorized to execute agreements for:

Trine Construction Corp.
Name of Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2024

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
HUB International Midwest Limited
1411 Opus Place, Suite 450
Downers Grove IL 60515

CONTACT NAME: CSUConstruction
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: CSUConstruction@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Hanover Insurance Company	22292
INSURER D : The Continental Insurance Company	35289
INSURER E :	
INSURER F :	

INSURED TRINCON-09
Trine Construction Corp.
Mike Rendina
1041 Trine Ct
Saint Charles IL 60174

COVERAGES **CERTIFICATE NUMBER:** 372455811 **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	Y	Y	TB2-Z91-473648-013	11/9/2023	11/9/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			AS2-Z91-473648-023	11/9/2023	11/9/2024	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 EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			TH7-Z91-473648-053	11/9/2023	11/9/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC2-Z91-473648-033	11/9/2023	11/9/2024	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	Installation Floater			RHC H825237 02	11/9/2023	11/9/2024	Inst Fltr limits/ded.	100,000/2,500
C	Leased/Rented Equipment			RHC H825237 02	11/9/2023	11/9/2024	Leased/Rented limit Leased/Rented deduct.	500,000 2,500

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

CERTIFICATE HOLDER

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
Neil R. Hughes

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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
All persons or organizations with whom you have entered into a written contract or agreement, prior to an 'occurrence' or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.
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.

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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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an 'occurrence' or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.
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" 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".

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 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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
LIQUOR 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.

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Policy Number TB2-Z91-473648-011
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Reasonable Force
Item 2. Non-Owned Watercraft Extension
Item 3. Damage To Premises Rented To You – Expanded Coverage
Item 4. Bodily Injury To Co-Employees
Item 5. Knowledge Of Occurrence Or Offense
Item 6. Notice Of Occurrence Or Offense
Item 7. Unintentional Failure To Disclose
Item 8. Bodily Injury Redefined
Item 9. Supplementary Payments – Increased Limits
Item 10. Property In Your Care, Custody Or Control
Item 11. Mobile Equipment Redefined
Item 12. Newly Formed Or Acquired Entities
Item 13. Waiver Of Right Of Recovery By Written Contract Or Agreement

Item 1. Reasonable Force

Exclusion **a.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph **(2)** of Exclusion **g.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You – Expanded Coverage

A. The final paragraph of **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

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Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while 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 **Section III – Limits Of Insurance**.

B. Paragraph **6.** of **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

a. $300,000; or

b. The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph **9.a.** of the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

D. The paragraph immediately following Paragraph **(6)** of Exclusion **j.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits of Insurance**.

Item 4. Bodily Injury To Co-Employees

A. Paragraph **2.** of **Section II – Who Is An Insured** is amended to include:

Each of the following is also an insured:

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Paragraph **2.a.(1)(a)** of **Section II – Who Is An Insured** does not apply to "bodily injury" for which insurance is provided by this paragraph.

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B. The insurance provided by this **Item 4.** for "bodily injury" to a co-"employee" or "volunteer worker" will not apply if the injured co-"employee's" or "volunteer worker's" sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this **Item 4.** is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Knowledge Of Occurrence Or Offense

Knowledge of an "occurrence" or offense by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" designated by you to notify us of an "occurrence" or offense has knowledge of the "occurrence" or offense.

Item 6. Notice Of Occurrence Or Offense

For purposes of Paragraph **2.a.** of **Section IV – Commercial General Liability Conditions**, you refers to your "executive officer" or "employee" that you have designated to give us notice.

Item 7. Unintentional Failure To Disclose

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this Policy shall not be a basis for denial of any coverage afforded by this Policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. Bodily Injury Redefined

The definition of "bodily injury" in **Section V – Definitions** is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and

b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph **a.** above. Mental anguish means any type of mental or emotional illness or distress.

Item 9. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** of **Section I – Supplementary Payments – Coverages A And B** are replaced by the following:

b. Up to $3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

Item 10. Property In Your Care, Custody Or Control

A. Paragraphs **(3)** and **(4)** of Exclusion **j.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** are deleted.

B. Additional Exclusion

Coverage provided by this endorsement does not apply to "property damage" to property while in transit.

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C. Limits of Insurance

Subject to Paragraphs **2.**, **3.**, and **5.** of **Section III – Limits Of Insurance**, the most we will pay for insurance provided by Paragraph **A.** above is:

$10,000 Each Occurrence Limit

$75,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this **Item 10**.

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this Policy.

Item 11. Mobile Equipment Redefined

The definition of "mobile equipment" in **Section V – Definitions** is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning.

Item 12. Newly Formed Or Acquired Entities

A. Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority 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:

(1) The 180th day after you acquire or form the organization;

(2) Separate coverage is purchased for the organization; or

(3) The end of the policy period

whichever is earlier;

b. **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this **Item 12.** does not apply if a Broad Form Named Insured endorsement attached to this Policy applies to that organization.

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Item 13. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph **8.** Transfer Of Rights Of Recovery Against Others To Us of **Section IV – Commercial General Liability Conditions:**

We waive any right of recovery because of payments we make under this Policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

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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

Blanket Waiver

59844375 003644 350 of 22 21

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 No. 0001

Premium See Sched

State

Policy No. WC2-Z91-473648-031

Insured Trine Construction Corp.

Insurance Company Ohio Security Insurance Company 19291

Countersigned by _____

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ORLAND PARK

Unit Price Sheet
RFP 24-017
Catalina Subdivision 2024 Watermain Improvements Project

Proposer agrees to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the Catalina Subdivision 2024 Watermain Improvements Project in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	Cost
20101100	TREE TRUNK PROTECTION	EACH	10	$ 402.50	$ 4,025.00
20101200	TREE ROOT PRUNING	EACH	10	$ 201.25	$ 2,012.50
*20200100	EARTH EXCAVATION	CU YD	16,660	$ 38.85	$ 647,241.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,800	$ 3.35	$ 6,030.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	8,845	$ 4.50	$ 39,802.50
28000400	PERIMITER EROSION BARRIER	FOOT	1,760	$ 4.31	$ 7,585.60
25000100	SEEDING, CLASS 1	ACRE	2	$ 6,325.00	$ 12,650.00
25100630	EROSION CONTROL BLANKET	SQ YD	8,845	$ 9.56	$ 84,558.20
25200100	SODDING	SQ YD	1,800	$ 4.89	$ 8,802.00
25200200	SUPPLEMENTAL WATERING	UNIT	50	$ 115.00	$ 5,750.00
31101600	SUBBASE GRANULAR MATERIAL, TYPE B 8"	SQ YD	350	$ 19.55	$ 6,842.50
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	50	$ 18.69	$ 934.50
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 - 3"	TON	60	$ 165.38	$ 9,922.80
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	780	$ 94.50	$ 73,710.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,800	$ 11.03	$ 30,884.00
42400800	DETECTABLE WARNINGS	SQ FT	170	$ 42.00	$ 7,140.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	780	$ 21.00	$ 16,380.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	3,225	$ 7.35	$ 23,703.75
44000600	SIDEWALK REMOVAL	SQ FT	2,800	$ 2.10	$ 5,880.00
44201335	CLASS C PATCHES, TYPE III, 8 INCH	SQ YD	50	$ 105.00	$ 5,250.00
44201723	CLASS D PATCHES, TYPE IV, 2 INCH	SQ YD	9,250	$ 30.61	$ 283,142.50
50100100	REMOVAL OF EXISTING STRUCTURES	EACH	7	$ 402.50	$ 2,817.50
550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	14	$ 470.24	$ 6,583.36
550A4710	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 48"	FOOT	123	$ 380.10	$ 46,752.30
55100200	STORM SEWER REMOVAL 6"	FOOT	425	$ 12.00	$ 5,100.00
55100400	STORM SEWER REMOVAL 10"	FOOT	50	$ 12.00	$ 600.00
55100500	STORM SEWER REMOVAL 12"	FOOT	1,151	$ 12.00	$ 13,812.00
55100700	STORM SEWER REMOVAL 15"	FOOT	445	$ 12.00	$ 5,340.00
55100900	STORM SEWER REMOVAL 18"	FOOT	613	$ 12.00	$ 7,356.00
55101100	STORM SEWER REMOVAL 21"	FOOT	94	$ 12.00	$ 1,128.00
55101400	STORM SEWER REMOVAL 30"	FOOT	179	$ 12.00	$ 2,148.00
55101500	STORM SEWER REMOVAL 33"	FOOT	30	$ 12.00	$ 360.00
55101600	STORM SEWER REMOVAL 36"	FOOT	275	$ 12.00	$ 3,300.00
55106060	STORM SEWER INSTALLATION 24"	FOOT	400	$ 133.78	$ 53,512.00
55106080	STORM SEWER INSTALLATION 36"	FOOT	510	$ 174.53	$ 89,010.30
55106095	STORM SEWER INSTALLATION 48"	FOOT	932	$ 220.53	$ 205,533.96
56100015	DUCTILE IRON WATER MAIN TEE, 8" X 6" 1	EACH	25	$ 345.78	$ 8,644.50

56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	1	$ 689.13	$ 689.13
56100050	DUCTILE IRON WATER MAIN TEE, 12" X 6"	EACH	5	$ 1,070.45	$ 5,352.25
*56103000	DUCTILE IRON WATER MAIN 6"	FOOT	218	$ 96.69	$ 21,078.42
*56103100	DUCTILE IRON WATER MAIN 8"	FOOT	10,230	$ 113.75	$ 1,163,662.50
*56103300	DUCTILE IRON WATER MAIN 12"	FOOT	2,228	$ 162.86	$ 362,852.08
*56105000	WATER VALVES 8"	EACH	14	$ 4,649.76	$ 65,096.64
*56105200	WATER VALVES 12"	EACH	6	$ 7,430.93	$ 44,585.58
56109400	DUCTILE IRON WATER MAIN FITTINGS 8" 11.25 DEGREE BEND	EACH	4	$ 334.53	$ 1,338.12
56109420	DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EACH	85	$ 355.41	$ 30,209.85
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	20	$ 675.00	$ 13,500.00
*56400825	FIRE HYDRANT WITH AUXILIARY VALVE, VALVE BOX AND TEE	EACH	27	$ 8,316.75	$ 224,552.25
59300100	CONTROLLED LOW STRENGTH MATERIAL	CU YD	35	$ 391.49	$ 13,702.15
60221000	MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	$ 6,866.00	$ 41,196.00
60223700	MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	5	$ 10,534.75	$ 52,673.75
60224450	MANHOLES, TYPE A, 8' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	$ 16,072.25	$ 96,433.50
60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	20	$ 5,879.88	$ 117,597.60
*60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	3,225	$ 44.10	$ 142,222.50
67100100	MOBILIZATION	L SUM	1	$ 421,332.91	$ 421,332.91
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	$ 37,825.00	$ 37,825.00
70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	1	$ 1.15	$ 1.15
70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	$ 575.00	$ 575.00
*X0324878	ADJUSTING SANITARY SEWER SERVICE LINE	EACH	10	$ 2,426.62	$ 24,266.20
*X0326806	WASHOUT BASIN	L SUM	1	$ 3,450.00	$ 3,450.00
*X2080250	TRENCH BACKFILL (SPECIAL)	CU YD	12,000	$ 62.71	$ 752,520.00
*X2130010	EXPLORATION TRENCH (SPECIAL)	FOOT	50	$ 1.00	$ 50.00
*X5510308	SANITARY SEWER REMOVAL 8"	FOOT	26	$ 54.00	$ 1,404.00
*X5610012	CAP EXISTING WATER MAIN	EACH	3	$ 2,700.00	$ 8,100.00
*X5630706	CONNECTION TO EXISTING WATER MAIN 6"	EACH	1	$ 5,400.00	$ 5,400.00
*X5630708	CONNECTION TO EXISTING WATER MAIN 8"	EACH	1	$ 5,400.00	$ 5,400.00
*X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	6	$ 7,200.00	$ 43,200.00
*XX000679	CUT AND CAP EXISTING WATER MAIN	EACH	4	$ 2,700.00	$ 10,800.00
*XX006252	SANITARY SEWER REPLACEMENT, WATERMAIN QUALITY, 8"	FOOT	26	$ 461.99	$ 12,011.74
*XX008694	HOT-MIX ASPHALT SIDEWALK REMOVAL	SQ YD	130	$ 8.05	$ 1,046.50
*Z0013797	STABILIZED CONSTRUCTION ENTRANCE 2	SQ YD	130	$ 74.75	$ 9,717.50

*Z0013798	CONSTRUCTION LAYOUT	L SUM	1	$ 18,049.25	$ 18,049.25
*Z0056603	STORM SEWER (WATER MAIN REQUIREMENTS) 6 INCH	FOOT	425	$ 91.59	$ 38,925.75
*Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	21	$ 103.40	$ 2,171.40
*Z0056606	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	50	$ 118.45	$ 5,922.50
*Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	999	$ 132.89	$ 132,757.11
*Z0056610	STORM SEWER (WATER MAIN REQUIREMENTS) 15 INCH	FOOT	445	$ 168.43	$ 74,951.35
*Z0056612	STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH	FOOT	232	$ 196.64	$ 45,620.48
*Z0056614	STORM SEWER (WATER MAIN REQUIREMENTS) 21 INCH	FOOT	39	$ 285.17	$ 11,121.63
*Z0056620	STORM SEWER (WATER MAIN REQUIREMENTS) 30 INCH	FOOT	31	$ 429.91	$ 13,327.21
*Z0056622	STORM SEWER (WATER MAINREQUIREMENTS) 36 INCH	FOOT	543	$ 402.62	$ 218,622.66
*Z0056626	STORM SEWER (WATER MAIN REQUIREMENTS) 48 INCH	FOOT	94	$ 844.49	$ 79,382.06
*N/A	REMOVE DUCTILE IRON WATER MAIN TEE, 12" X 6"	EACH	3	$ 1,350.00	$ 4,050.00
*N/A	30" FLARED END SECTION WITH GRATE	EACH	1	$ 4,494.00	$ 4,494.00
*N/A	36" FLARED END SECTION WITH GRATE	EACH	2	$ 5,016.10	$ 10,032.20
*N/A	48" FLARED END SECTION WITH GRATE	EACH	1	$ 7,240.90	$ 7,240.90
*N/A	AS-BUILT DRAWINGS	L SUM	1	$ 9,024.63	$ 9,024.63
*N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	100,000	$ 1.00	$ 100,000.00
*N/A	STORM SEWER (WATER MAIN REQUIREMENTS) 33 INCH	FOOT	30	$ 483.52	$ 14,505.60
*N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1"	EACH	82	$ 3,397.17	$ 278,567.94
*N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1"	EACH	130	$ 4,597.17	$ 597,632.10
*N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1 1/2"	EACH	1	$ 4,357.07	$ 4,357.07
*N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1 1/2"	EACH	1	$ 5,557.07	$ 5,557.07
				***GRAND TOTAL BID PRICE**	$ 7,144,400.00

*Please enter Total Cost on Bidder Summary Sheet

Proposer: Anthony Bucaro

Firm Name: Trine Construction Corp.

Signed: A Bucaro

Title: Project Estimator

Dated: 2/13/24

PROPOSER SUMMARY SHEET
RFP #24-017
Catalina Subdivision 2024 Watermain Project

Business Name: Trine Construction Corp.

Street Address: 1041 Trine Ct., Suite A

City, State, Zip: St. Charles, IL 60174

Contact Name: Anthony Bucaro

Title: Project Estimator

Phone: 630-668-4626 Fax: 630-668-4828

E-Mail address: anthony.bucaro@trineconstruction.com

Price Proposal

GRAND TOTAL PROPOSAL PRICE $ 7,144,400.00

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Michael M. Rendina

Signature of Authorized Signee:

Title: President Date: 2/13/24

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 Michael M. Rendina,
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Trine Construction Corp.,
(Enter Name of Business Organization)

certifies that Proposers is:

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

Federal Employer I.D. #: _____
(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)* 09/1976 *(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 [X]**

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 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) **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 [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: U.S. D.O.L. National Apprenticeship System

Brief Description of Program: In accordance with the basic standards of apprenticeship established by the Secretary of Labor.

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

Michael M. Rendina

Name of Authorized Officer

President

Title

2/13/24

Date

REFERENCES

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

Proposer's Name: Trine Construction Corp.
(Enter Name of Business Organization)

1. ORGANIZATION *References Attached*
   ADDRESS _____
   PHONE NUMBER _____
   CONTACT PERSON _____
   YEAR OF PROJECT _____

2. ORGANIZATION _____
   ADDRESS _____
   PHONE NUMBER _____
   CONTACT PERSON _____
   YEAR OF PROJECT _____

3. ORGANIZATION _____
   ADDRESS _____
   PHONE NUMBER _____
   CONTACT PERSON _____
   YEAR OF PROJECT _____

MINIMUM QUALIFICATION REQUIREMENTS
Page 3

Project Name of Purported Projects Similar in Size, Scope, and Complexity to Bid Project	Owner *Indicate if a Governmental Entity	Engineer/Architect Contact	Phone Number of Contact	Contract Amount	Completion Date	Percentage of Work Performed by Own Forces
WATER AND SEWER INTERCONNECT PHASE 2	VILLAGE OF FOX LAKE	TROTTER AND ASSOCIATES ANDREW PUCCINI	262-729-4350	$10,700.004.00	~~12/21~~ 2/2023 1/22	8,630,000.00
VILLA VAUPELL SEWER EXTENSION PHASE 1	NORTHERN MORAINE RECLAMINATION DISTRICT	TROTTER AND ASSOCIATES NMWRD JOE LAPASTORA	630-953-1500 847-526-3300	$7,825,289..00	5/2023	5,838,000.00
DOWNTOWN STAGE 3 WET UTILITIES	VILLAGE OF ALGONQUIN	TROTTER AND ASSOCIATES DAN GILLESPIE	630-587-0470	$7,102,759.00	6/ 2021	$4,200,000.00
Plainfield Road (Black to Center) Water Main Improvements	City of Joliet	Baxter & Woodman	Bill Baltz 815-409-6876	$4,792,653.07	5/1/24	65%
Ottowa Street Water Main Improvements	City of Joliet	Baxter & Woodman	Bill Baltz 815-409-6876	$6,097,532.45	8/1/24	65%

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