BID BOND

Hudson Insurance Company
100 William Street, New York, NY 10038

CONTRACTOR:
(Name, legal status and address)
Winninger Excavating, Inc.
8845 Schoger Drive
Naperville, IL 60564

SURETY:
(Name, legal status and principal place of business)
Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER:
(Name, legal status and address)
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60562

BOND AMOUNT: 10% of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Orland Park Catalina Subdivision 2024 Watermain Project

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 9th day of February, 2024.

Winninger Excavating Inc
(Principal) (Seal)

(Witness)

(Title) Patrick Winninger, President

Hudson Insurance Company

(Surety) (Seal)

(Witness)

(Title) Attorney-In-Fact Lynn M. Blaylock

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

HUDSON
INSURANCE GROUP

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

Lewis Mark Spangler, Christopher L. Sprangler, Lynn M Blaylock, Christine Cannella, Maureen Rott

its true and lawful Attorney(s)-in-Fact, at New York City in the State of 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, bid bonds for any and all purposes.

Such bid bonds, 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 22nd day of June, 20 22 at New York, New York.

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

Attest.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

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

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 22nd day of June, 20 22 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 Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, 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 undertaking 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.

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

Witness the hand of the undersigned and the seal of said Company this 9th day of February, 2024.

By.....
Dina Daskalakis, Corporate Secretary

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	$ 600.00	$ 6,000.00
20101200	TREE ROOT PRUNING	EACH	10	$ 250.00	$ 2,500.00
*20200100	EARTH EXCAVATION	CU YD	16,660	$ 36.00	$ 599,760.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,800	$ 4.00	$ 7,200.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	8,845	$ 4.00	$ 35,380.00
28000400	PERIMITER EROSION BARRIER	FOOT	1,760	$ 3.50	$ 6,160.00
25000100	SEEDING, CLASS 1	ACRE	2	$ 4,200.00	$ 8,400.00
25100630	EROSION CONTROL BLANKET	SQ YD	8,845	$ 5.00	$ 44,225.00
25200100	SODDING	SQ YD	1,800	$ 14.00	$ 25,200.00
25200200	SUPPLEMENTAL WATERING	UNIT	50	$ 1.00	$ 50.00
31101600	SUBBASE GRANULAR MATERIAL, TYPE B 8"	SQ YD	350	$ 8.00	$ 2,800.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	50	$ 60.00	$ 3,000.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 - 3"	TON	60	$ 200.00	$ 12,000.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	780	$ 90.00	$ 70,200.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,800	$ 14.00	$ 39,200.00
42400800	DETECTABLE WARNINGS	SQ FT	170	$ 50.00	$ 8,500.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	780	$ 12.00	$ 9,360.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	3,225	$ 6.00	$ 19,350.00
44000600	SIDEWALK REMOVAL	SQ FT	2,800	$ 3.00	$ 8,400.00
44201335	CLASS C PATCHES, TYPE III, 8 INCH	SQ YD	50	$ 300.00	$ 15,000.00
44201723	CLASS D PATCHES, TYPE IV, 2 INCH	SQ YD	9,250	$ 22.00	$ 203,500.00
50100100	REMOVAL OF EXISTING STRUCTURES	EACH	7	$ 750.00	$ 5,250.00
550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	14	$ 172.00	$ 2,408.00
550A4710	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 48"	FOOT	123	$ 300.00	$ 36,900.00
55100200	STORM SEWER REMOVAL 6"	FOOT	425	$ 11.00	$ 4,675.00
55100400	STORM SEWER REMOVAL 10"	FOOT	50	$ 14.00	$ 700.00
55100500	STORM SEWER REMOVAL 12"	FOOT	1,151	$ 12.00	$ 13,812.00
55100700	STORM SEWER REMOVAL 15"	FOOT	445	$ 13.00	$ 5,785.00
55100900	STORM SEWER REMOVAL 18"	FOOT	613	$ 13.00	$ 7,969.00
55101100	STORM SEWER REMOVAL 21"	FOOT	94	$ 15.00	$ 1,410.00
55101400	STORM SEWER REMOVAL 30"	FOOT	179	$ 18.00	$ 3,222.00
55101500	STORM SEWER REMOVAL 33"	FOOT	30	$ 19.00	$ 570.00
55101600	STORM SEWER REMOVAL 36"	FOOT	275	$ 19.00	$ 5,225.00
55106060	STORM SEWER INSTALLATION 24"	FOOT	400	$ 146.00	$ 58,400.00
55106080	STORM SEWER INSTALLATION 36"	FOOT	510	$ 201.00	$ 102,510.00
55106095	STORM SEWER INSTALLATION 48"	FOOT	932	$ 248.00	$ 231,136.00
56100015	DUCTILE IRON WATER MAIN TEE, 8" X 6"	EACH	25	$ 950.00	$ 23,750.00
56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	1	$ 1,050.00	$ 1,050.00
56100050	DUCTILE IRON WATER MAIN TEE, 12" X 6"	EACH	5	$ 1,600.00	$ 8,000.00
*56103000	DUCTILE IRON WATER MAIN 6"	FOOT	218	$ 90.00	$ 19,620.00
*56103100	DUCTILE IRON WATER MAIN 8"	FOOT	10,230	$ 138.00	$ 1,411,740.00

*56103300	DUCTILE IRON WATER MAIN 12"	FOOT	2,228	$ 200.00	$ 445,600.00
*56105000	WATER VALVES 8"	EACH	14	$ 3,000.00	$ 42,000.00
*56105200	WATER VALVES 12"	EACH	6	$ 5,200.00	$ 31,200.00
56109400	DUCTILE IRON WATER MAIN FITTINGS 8" 11.25 DEGREE BEND	EACH	4	$ 750.00	$ 3,000.00
56109420	DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EACH	85	$ 700.00	$ 59,500.00
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	20	$ 750.00	$ 15,000.00
*56400825	FIRE HYDRANT WITH AUXILIARY VALVE, VALVE BOX AND TEE	EACH	27	$ 8,500.00	$ 229,500.00
59300100	CONTROLLED LOW STRENGTH MATERIAL	CU YD	35	$ 400.00	$ 14,000.00
60221000	MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	$ 5,100.00	$ 30,600.00
60223700	MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	5	$ 7,500.00	$ 37,500.00
60224450	MANHOLES, TYPE A, 8' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	$ 15,000.00	$ 90,000.00
60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	20	$ 3,900.00	$ 78,000.00
*60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	3,225	$ 58.00	$ 187,050.00
67100100	MOBILIZATION	L SUM	1	$ 324,000.00	$ 324,000.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	$ 50,000.00	$ 50,000.00
70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	1	$ 100.00	$ 100.00
70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	$ 100.00	$ 100.00
*X0324878	ADJUSTING SANITARY SEWER SERVICE LINE	EACH	10	$ 1,800.00	$ 18,000.00
*X0326806	WASHOUT BASIN	L SUM	1	$ 1,000.00	$ 1,000.00
*X2080250	TRENCH BACKFILL (SPECIAL)	CU YD	12,000	$ 0.01	$ 120.00
*X2130010	EXPLORATION TRENCH (SPECIAL)	FOOT	50	$ 20.00	$ 1,000.00
*X5510308	SANITARY SEWER REMOVAL 8"	FOOT	26	$ 75.00	$ 1,950.00
*X5610012	CAP EXISTING WATER MAIN	EACH	3	$ 3,000.00	$ 9,000.00
*X5630706	CONNECTION TO EXISTING WATER MAIN 6"	EACH	1	$ 4,500.00	$ 4,500.00
*X5630708	CONNECTION TO EXISTING WATER MAIN 8"	EACH	1	$ 4,800.00	$ 4,800.00
*X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	6	$ 5,800.00	$ 34,800.00
*XX000679	CUT AND CAP EXISTING WATER MAIN	EACH	4	$ 3,000.00	$ 12,000.00
*XX006252	SANITARY SEWER REPLACEMENT, WATERMAIN QUALITY, 8"	FOOT	26	$ 240.00	$ 6,240.00
*XX008694	HOT-MIX ASPHALT SIDEWALK REMOVAL	SQ YD	130	$ 6.00	$ 780.00
*Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	130	$ 30.00	$ 3,900.00
*Z0013798	CONSTRUCTION LAYOUT	L SUM	1	$ 10,000.00	$ 10,000.00
*Z0056603	STORM SEWER (WATER MAIN REQUIREMENTS) 6 INCH	FOOT	425	$ 100.00	$ 42,500.00
*Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	21	$ 125.00	$ 2,625.00
*Z0056606	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	50	$ 143.00	$ 7,150.00
*Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	999	$ 150.00	$ 149,850.00

*Z0056610	STORM SEWER (WATER MAIN REQUIREMENTS) 15 INCH	FOOT	445	$ 165.00	$ 73,425.00
*Z0056612	STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH	FOOT	232	$ 215.00	$ 49,880.00
*Z0056614	STORM SEWER (WATER MAIN REQUIREMENTS) 21 INCH	FOOT	39	$ 285.00	$ 11,115.00
*Z0056620	STORM SEWER (WATER MAIN REQUIREMENTS) 30 INCH	FOOT	31	$ 490.00	$ 15,190.00
*Z0056622	STORM SEWER (WATER MAINREQUIREMENTS) 36 INCH	FOOT	543	$ 540.00	$ 293,220.00
*Z0056626	STORM SEWER (WATER MAIN REQUIREMENTS) 48 INCH	FOOT	94	$ 970.00	$ 91,180.00
*N/A	REMOVE DUCTILE IRON WATER MAIN TEE, 12" X 6"	EACH	3	$ 3,500.00	$ 10,500.00
*N/A	30" FLARED END SECTION WITH GRATE	EACH	1	$ 3,000.00	$ 3,000.00
*N/A	36" FLARED END SECTION WITH GRATE	EACH	2	$ 3,500.00	$ 7,000.00
*N/A	48" FLARED END SECTION WITH GRATE	EACH	1	$ 5,300.00	$ 5,300.00
*N/A	AS-BUILT DRAWINGS	L SUM	1	$ 6,000.00	$ 6,000.00
*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	$ 660.00	$ 19,800.00
*N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1"	EACH	82	$ 2,300.00	$ 188,600.00
*N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1"	EACH	130	$ 3,500.00	$ 455,000.00
*N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1 1/2"	EACH	1	$ 4,000.00	$ 4,000.00
*N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1 1/2"	EACH	1	$ 6,000.00	$ 6,000.00
				***GRAND TOTAL BID PRICE**	$ 6,356,892.00

*Please enter Total Cost on Bidder Summary Sheet

Proposer: Patrick Winninger

Firm Name: Winninger Excavating, Inc.

Signed:

Title: President

Dated: 2/13/2024

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

Business Name: Winninger Excavating, Inc.

Street Address: 1211 Deer Street

City, State, Zip: Yorkville, IL 60560

Contact Name: Jeff Young

Title: Estimator/PM

Phone: 630-364-8785 Fax: _____

E-Mail address: JYoung@WinningerExcavating.com

Price Proposal

GRAND TOTAL PROPOSAL PRICE $ 6,356,892.00

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Patrick Winninger

Signature of Authorized Signee: _____

Title: President Date: 2/9/2024

ORLAND PARK

CERTIFICATE OF COMPLIANCE

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

The undersigned Patrick Winninger,
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Winninger Excavating, Inc.,
(Enter Name of Business Organization)

certifies that Proposers is:

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

Federal Employer I.D. #: 20-8607847
(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)* 04/2007 *(Date of Incorporation)*

2) **STATUS OF OWNERSHIP**

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

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

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

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

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

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

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

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

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

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

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [X] No [ ]

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

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

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [X] No [ ]

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

The Proposer shall:

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

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

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

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

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

7) <u>PREVAILING WAGE COMPLIANCE</u>: Yes [x] No [ ]

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

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

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

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

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

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

Name of A&T Program: Local 150 and Laborers

Brief Description of Program: As a signatory contractor with the operators and laborers union, Winninger Excavating is compliant and required by collective bargaining agreement to participate in an applicable apprenticeship and training program approved by and registered with the United State Department of Laborer's Bureau of Apprenticeship and Training. Certificates and evidence of compliance available upon request.

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

Patrick Winninger

Name of Authorized Officer

President

Title

2/9/2024

Date

REFERENCES

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

Proposer's Name: Winninger Excavating, Inc.
(Enter Name of Business Organization)

1. ORGANIZATION: EEI - Yorkville 2023 Water Main Contract B
   ADDRESS: 52 Wheeler Road, Sugar Grove, IL 60554
   PHONE NUMBER: 630-466-6758
   CONTACT PERSON: Todd Wells
   YEAR OF PROJECT: 2023

2. ORGANIZATION: HR Green - Lemont Public Works Annex
   ADDRESS: 323 Alana Drive, New Lenox, IL 60451
   PHONE NUMBER: 815-462-9324
   CONTACT PERSON: Bruce Hill
   YEAR OF PROJECT: 2023

3. ORGANIZATION: Lennar - Caledonia, Creekside, Windette Ridge
   ADDRESS: Chicago/Southwest Region
   PHONE NUMBER: 815-666-0809
   CONTACT PERSON: Laurie Parzyszek
   YEAR OF PROJECT: 2022-2023

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

Authorized to execute agreements for:

Patrick Winninger- President

Printed Name & Title

Winninger Excavating, Inc.

Name of Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

SAMPLE

© Insurance Services Office, Inc., 2012

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

SAMPLE

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

SAMPLE

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

A. In the performance of your ongoing operations; or

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

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

This insurance does not apply to:

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

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

SAMPLE

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

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

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

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

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

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

SAMPLE

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

SAMPLE

© ISO Properties, Inc., 2004

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/12/2024

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
Robertson Ryan & Associates, Inc
1770 Park Street, Suite 210
Naperville IL 60563

CONTACT NAME: Lynn Blaylock
PHONE (A/C, No, Ext): 16304203400 FAX (A/C, No):
E-MAIL ADDRESS: lblaylock@robertsonryan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SECURA INSURANCE COMPANIES	22543
INSURER B : The Travelers Property Casualty Insurance Company	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WINNEXC-01
Winninger Excavating, Inc.
8845 Schoger Dr
Naperville IL 60564

COVERAGES **CERTIFICATE NUMBER:** 253516115 **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			20-TC-003323358-13	11/23/2023	11/23/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			A3323359	11/23/2023	11/23/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CU3323362	11/23/2023	11/23/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3323361	11/23/2023	11/23/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Leased/Rented Equip			6604R622092	11/23/2023	11/23/2024	any one item	500,000

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

FOR BID PURPOSES - if awarded
Village of Orland Park and their respective officers, trustees, directors, officials, employees, volunteers and agents are additional insured with respects general liability on a primary & noncontributory basis subject to terms and conditions of forms and endorsements attached to policy.
Waiver of subrogation applies in favor of additional insured with respects general liability and workers compensation when required by written contract, subject to terms and conditions of forms and endorsements attached to policies
30 day notice of cancellation will be provided except for 10day notice for nonpayment

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD