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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bolder Contractors, Inc.
316 Cary Point Drive
Cary, IL 60013

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
Mailing Address for Notices
1411 Opus Place Suite 450

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

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)

Oakley Avenue Stormwater Improvements

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.

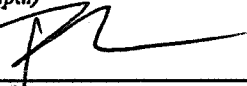
Signed and sealed this 27th day of September, 2021



(Witness)

Bolder Contractors, Inc.

(Principal) (Seal)

By: 

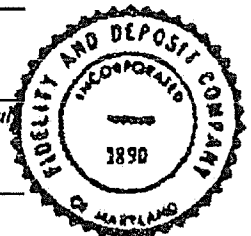
(Title) Robert Gwiasda - President

Fidelity and Deposit Company of Maryland

(Surety) (Seal)

By: 

(Title) Stephen T. Kazmer Attorney-in-Fact



BIDDER SUMMARY SHEET

ITB #21-052

Oakley Avenue Stormwater Improvements

Business Name: Borden Contractors

Street Address: 316 Cary Pt. Dr

City, State, Zip: Cary IL 60013

Contact Name: Bob Gwiasda

Title: pres

Phone: 847-236-0785 Fax: 847-236-0786

E-Mail address: bob.gwiasda@201.com

Price Proposal

GRAND TOTAL BID PRICE \$ \$102,000⁰⁰

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: 

Signature of Authorized Signee: ROBERT GWIASDA

Title: pres Date: 9/24/21

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

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

The undersigned ROBERT GWIAZDA
(Enter Name of Person Making Certification)

as PRESIDENT
(Enter Title of Person Making Certification)

and on behalf of BORDEN CONTRACTORS
(Enter Name of Business Organization)

certifies that Bidder is:

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

Federal Employer I.D. #: 20-0584100
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation IL 1/13/04
(State of Incorporation) (Date of Incorporation)

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes No

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

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes No

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

4) **SEXUAL HARASSMENT POLICY COMPLIANT:** Yes 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."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [] No []

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

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

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

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

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

6) **PREVAILING WAGE COMPLIANCE:** Yes No []

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended; Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

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

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

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

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

Name of A&T Program: UNION LABORERS, UNION OPERATORS ISO

Brief Description of Program: _____

8) **TAX COMPLIANT:** Yes No

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

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

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

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

ROBERT OWIASA

Name of Authorized Officer

Pres

Title

9/24/21

Date

BOLDER

Contractors, Inc.

Sewer, Watermain and Road Construction

316 Cary Point Drive
Cary, IL 60013

847.236.0785
Fax 847.236.0786

References and Sample of Completed Projects

2020- Village of Orland Park- Fairway watermain 5000lf 8" wm, services and road restoration. Jim Amelio 847-823-0500	\$2.1M
2020- Village of Palatine- Kasuba foremain- 4500 lf 16" sewer with road And parkway restoration. George Ruppert 847-202-6963	\$1.9M
2020- Village of Glenview Longvalley Improvements. 5000 lf of storm sewer, Watermain and complete road reconstruction. Tim Swister 847 514-5705	\$3.0M
2019- City of Evanston Oakton watermain 2500 lf 24" wm and road Restoration. Paul Moyano 312- 286-0258	\$2.9M
2019- City of Lake Forest- Old Elm Storm sewer 1500lf 54"-42" sewer And road restoration. Bernard Pondexter 847-613-5562	\$1.5M
2018- MGNWC- 15,000lf of 16" and 20" dip watermain, directional boring and road restoration. Jared Hamilton 773-269-8775	\$12.5M
2018- City of Evanston Interconnect and Meter Vault- connections to 36" pccp Watermain, meter vault, scada, 24" wm. Dave Stoneback 847-328-2100.	\$1.2M
2018- MGNWC- 1500 lf 24" dip wm open cut and directional bore with restoration. Kirk Hipps 847-858-9255	\$1.8M
2016- Village of Niles- Cleveland Corridor Sewer. Approximately 16,000 lf 72"-12" storm and sanitary sewer, road restoration. Tim Obrien 847-878-4498	\$8.9M
2016- City of Evanston Sheridan Road Watermain- Approximately 3500 lf of 18" watermain open cut and lining with road restoration.Dave Stoneback 847-328-2100	\$3.7M
2016- City of Elmhurst- First and Myrtle Storm Sewer- 8000 lf of 72"-8" storm and sanitary sewer/watermain, complete road restoration, rock excavation Kent Johnson City of Elmhurst 630-530-3000	\$4.6M
2015- Village of River Forest- 22,000lf of storm sewer 96"-12" and various Sanitary and watermain installations and service relocations. Partial and full roadway Reconstruction. Jeff Loster Village of River Forest 708-714-3551	\$13.8M

REFERENCES

See AT

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

Bidder's Name: _____
(Enter Name of Business Organization)

- 1. ORGANIZATION _____
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 _____



ORLAND PARK

21-052

Oakley Avenue Stormwater Improvements

PROJECT DETAILS

Scope of Work

Replacement of failing corrugated metal pipe (CMP) between 14625 and 14635 on Oakley Avenue from right-of-way to rear easement. Restoration with topsoil and sod in spring of 2022.

LOCATION OF WORK AND SPECIFICATIONS:

The Bid Specifications for this ITB #21-052 are attached as *Exhibit A*.

Exhibit A- Project Plans for Oakley Avenue Stormwater Improvements

It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, exceed the proposed amount. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than the proposed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the proposed amount. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the proposed amount agreed to by the Contractor.