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

OWNER:

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

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

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)

Old Orland Corrugated Metal Pipe (CMP) Replacement

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 promot 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 scaled this

20th

day of December, 2024

Bolder Contractors, Inc.

(Principal)

Robert Gwiasda - President

Fidelity and Deposit Company of Maryland

(Surety)

bóre (Title)

Attorney-in-Fact

(Seal)

(Seal)

Illinois

State of	Illinois					
County of	DuPage					
	SUI	RETY ACKNOWLE	DGEMENT	(ATTORNEY-IN-FA	CT)	
I, Sherry L	Bacskai	Notary Public of	DuPage	County, in the State	e of Illinois	,
do hereby certify that James I. Moore			Attorn	ey-in-Fact, of the Fide	elity and Deposit	
Company of Ma	aryland	who is pe	ersonally k	nown to me to be the	same person v	vhose
name is sub	name is subscribed to the foregoing instrument, appeared before me this day in person, and					
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the						
Fidelity and Deposit Company of Maryland for the uses and purposes therein set forth				t forth.		
Given	under m	y hand and notarial	seal at my	office in the City of	Downers Grove	in
said County	this 20th	day of Dec	emher	2024		

OFFICIAL SEAL
SHERRY L BACSKAI
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 977639
My Commission Expires September 08, 2027

Notary Public

Sherry L Bacskai

My Commission expires:

September 8, 2027

Bond Number: Bid Bond

Obligee:

Village of Orland Park

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

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

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

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

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

By: Robert D. Murray Vice President

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

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

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

Genevieve M. Maison

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD

My Commission Expires JANUARY 27, 2025

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of ______ December ____, 2024 _,







By:

Mary Jean Pethick Vice President

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

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

Questions & Answers - 1



Project

24-069 - Old Orland Corrugated Metal Pipe (CMP) Replacement

Buying Organization

Village of Orland Park

No	Question/Answer	Question Date
Q1	Question: Height Sizes Can we get a rough height to use for quoting purposes of the 8' Manhole?	12/04/2024
	Answer: Same as above, the profile can be used to approximate the height of the structures for	
	estimating purposes. Shop Drawings with final dimensions will be approved before structures are	
	fabricated.	
Q2	Question: Profile drawing Are we to use the side profile at the bottom of the page to estimate the height of the structures in the field?	12/04/2024
	Answer: Yes, the profile can be used to approximate the height of the structures for estimating	
	purposes. Shop Drawings with final dimensions will be approved before structures are fabricated.	
Q3	Question: Directional Drilling	12/04/2024
	What is being directionally drilled? Ductile or Plastic.	
	Answer: Plastic pipe is expectable for directional boring.	

Unit Price Sheet - AMENDED RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

The undersigned, having become familiar with the Documents, Construction PLans, and Specifications as designated in RFP #24-069, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the Old Orland Corrugated Metal Pipe (CMP) Replacement.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE		Cost
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	60	40	\$	2400 -
20200500	EARTH EXCAVATION	CU YD	250	30"	\$	7570-
	TRENCH BACKFILL, SPECIAL	CU YD	1,700	30-	\$	51000 -
21101505	TOPSOIL FURNISH AND PLACEMENT	CU YD	35	70"	\$	2450
20101100	TREE TRUNK PROTECTION	EACH	7	150	\$	1050 -
25000110	SEEDING, CLASS 1A	ACRE	0.04	30,000	\$	1200 -
25100630	EROSION CONTROL BLANKET	SY	340	30,000	\$	1020 -
		EACH		3-		7900 -
28000510	INLET FILTERS		11	200	\$,
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SF	115	25-	\$	2875-
*42400200	PORTLAND CEMENT CONCRETE STEPS REMOVAL AND	SF	125	40-	\$	(Daa -
	REPLACEMENT				_	5000
44000300	CURB REMOVAL	LF	560	4-	\$	2040
44000600	SIDEWALK REMOVAL	SF	115	2-	\$	220-
54213657	PRECAST REINFORCED CONCRETE FLARED END	EACH	1	, -	\$, ;
	SECTION, 12" (WITH RIPRAP)	LACIT		6000		6000
55100400	STORM SEWER REMOVAL 10"	FOOT	10	1-	\$	10
55100500	STORM SEWER REMOVAL 12"	FOOT	85	1-	\$	85
55100700	STORM SEWER REMOVAL 15"	FOOT	50	1-	\$	ED " -
55101900	STORM SEWER REMOVAL, 48"	FOOT	680	-	\$	Conor -
550A0040	STORM SEWERS, CLASS A, TYPE 1 10"	FOOT	10	220	\$	1-4000-
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	350	200	\$	77000
	 	FOOT	560		\$	77000
550A0190	STORM SEWERS, CLASS A, TYPE 1 48"	F001	300	290	\$	162,4
550A4710	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT	FOOT	120	400	Ф	1102000
	ROUND-SIZE 48"				-	48000
550B0070	STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	50	200	\$	10,000
*55200200	STORM SEWER, 12" (DIRECTIONAL BORE)	FOOT	130	340-	\$	44700-
*60200105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME,	EACH	5		\$	41
60200105	OPEN LID	LACIT	-	8000	_	40,000
+00004405	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 11 FRAME	EACH	1		\$	-
*60201105	& GRATE, OPEN LID	EACH		8000	<u> </u>	8000
	CATCH BASINS, TYPE A, 8' DIAMETER, TYPE 11 FRAME	FACIL	4		\$	
*60201105	& GRATE, OPEN LID	EACH	1	18000		18000
	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME,				\$	
*60218400	Approximate the programmer of the contract of	EACH	1	8000	1	8000
	OPEN LID MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME,				\$	
*60218400		EACH	10	11.000	1	110,000
222222	CLOSED LID	1.5	30	50	\$	100n=
60600605	CONCRETE CURB, TYPE B	LF	30	50	\$	1500-
60603500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-	LF	30	P	1 3	1000
0000000	6.06			50	+-	1500
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-	LF	230	-	\$	11 -
00003000	6.12		200	50	-	11,500
00004045	REMOVE AND REERECT STEEL PLATE BEAM	FOOT	30	1	\$	200 -
63301215	GUARDRAIL, TYPE B	FOOT	30	100		3000
67100100	MOBILIZATION	L.SUM	1	50,000	\$	50,000=
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	10"	\$	500 -
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1,800	1-	\$	1800-
*NA	PAVER REMOVAL AND REINSTALL	SQ FT	100	40-	\$	4000
		UNIT	25,000	\$1.00	\$	25,000.0
*NA	ITEMS ORDERED BY ENGINEER	EACH	2		\$	2000
*NA	LILAC TREE, 2.5"			1000	\$	3375
*X0018700		EACH	15	225		69000
*X7010216		L.SUM	1	69000	\$	
*XX003668		L.SUM	1	500	\$	500-
*XX009224		SQ YD	1,225	45	\$	551125
*Z0013798		L.SUM	1	15000	\$	
*Z0050100		FOOT	10	200	\$	3000
						25,000

*Denotes Special Provision

Proposer: BOLD EA CENTRACTORS - ROSEAT GULARIA

Firm Name:
Signed:
Title:
Dated:

12/21/24

1



RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

PROJECT DETAILS

Scope of Work

The Village of Orland Park requests bids for the replacement of a Corrugated Metal Pipe (CMP) that moves water underneath St. Michael's church parking lot, with a forty-two-inch (42") concrete pipe.

The project will have some unique challenges with Church services and the window of opportunity for work with the school summer break schedule.

The work will also include:

- installation of a storm sewer on Irving Ave.
- directional boring of an additional storm sewer to a backyard on Irving Ave.
- curb replacement
- sidewalk replacement
- asphalt replacement
- sod restoration
- parking lot closures and detour signage and planning
- working with the school and church to meet their needs within the parking lot during construction

All work will follow Village codes and specifications unless approved by Village staff.

Work can not start until June 9, 2025, and will need to be completed before the start of school on August 28, 2025.

LOCATION OF WORK AND SPECIFICATIONS:

The Proposal Specifications for this RFP #24-069 are attached as Exhibit A and Exhibit B.

Exhibit A- Special Provisions

Exhibit B – Project Plans

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



RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

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.



REQUEST FOR PROPOSALS #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

ISSUED

November 27, 2024

SUBMISSION DEADLINE

December 20, 2024 11:00 A.M.

Office of the Village Clerk 2ND Floor 14700 S. Ravinia Ave. Orland Park, IL 60462

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SECTION I – INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park ("Village") is requesting proposals for the replacement of a Corrugated Metal Pipe (CMP) that moves water underneath St. Michael's church parking lot, with a forty-two-inch (42") concrete pipe. ("Project").

SUBMISSION DEADLINE

Proposals must be submitted not later than 11:00 a.m, local time, on December 20, 2024. No consideration will be given to proposals received after the stated date and time. Proposals submitted must include all information and documents as requested in this Request for Proposals. No oral or electronic proposals sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.

QUESTION INFORMATION

All questions related to this proposal must be submitted online through <u>BidNet Direct</u>, no later than 12:00 p.m. local time on December 10, 2024. No oral comments will be made to any Proposer as to the meaning of the proposal documents. Any and all questions will be answered through <u>BidNet Direct</u> in an addendum after the question period closes. This policy affords all parties submitting proposals the same information.

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of an Addendum to be posted on the Village's page on BidNet Direct. Answers to questions will not be mailed to potential proposers.

In order to receive notification of any Addenda, please "FOLLOW" the solicitation on <u>BidNet Direct</u> to ensure that you receive notification of any addenda that may be issued.

Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the <u>BidNet Direct</u> website or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Proposer or relieve him from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

PRE-PROPOSAL MEETING

A pre-proposal meeting, at which attendance is N/A. Meeting details, if applicable: at at.

PROJECT DETAILS

Scope of Work

The Scope of Work for this RFP #24-069 is attached under separate cover.

SUBMISSION REQUIREMENTS

Bond

Each proposal must be accompanied by a proposal deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the *Village of Orland Park* for ten percent (10%) of the total amount of the proposal price. After Contract award, the Village will return deposits to unsuccessful Proposers. **Bid Bond is Applicable**.

Other

Each Proposer is responsible for reading this RFP and determining that the Specifications describe the Project in sufficient detail. Proposers shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this RFP and shall note in its proposal the adjustments made to accommodate such deficiencies.

After proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this RFP, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Technical Proposal

In addition to the required forms in *Section III* of this RFP, Proposers must include the information requested as part of the Project Details of this RFP (the "Technical Proposal") with their submittal.

Each proposal submitted to the Village of Orland Park shall include, without limitation, the following information in narrative and/or outline form:

<u>Experience:</u> Describe the experience of the company and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

Operating History: Provide background information on your company that will permit the Village to determine the capability of the vendor to meet all contractual requirements.

<u>Qualifications:</u> List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

RFP #24-069

<u>Proposed Fee:</u> The submitted proposal shall include a scope of work pricing sheet (pricing guide). These prices shall include all permits, insurance, goods/materials, equipment, plant/laboratory facilities, work, transportation, documentation and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Required Forms

Proposers shall provide all the information requested in Section III of this RFP.

- Proposal Summary Sheet The Proposal Summary Sheet must be completed, signed and submitted with the proposal. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Project. The submitted price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Proposal Summary Sheet is attached under separate cover.
- 2. Certificate of Compliance The Certificate of Compliance must be completed, signed, and submitted with the proposal. The Certificate of Compliance is attached under separate cover.
- 3. References The References form must be completed and submitted with the proposal. Proposers shall provide three (3) references for which they have performed similar work. By providing this information, Proposers grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Proposer's references to further evaluate Proposer responsibility. The References form is attached under separate cover.
- 4. Insurance Requirements The Insurance Requirements must be completed, signed and submitted with the proposal. Proposers may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the proposer currently has in force. Insurance Requirements is attached under separate cover.
- 5. Unit Pricing The unit price sheet is Under Separate Cover.

Submission

Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal. Proposers must submit all proposals in a sealed envelope labeled RFP #24-069 Old Orland Corrugated Metal Pipe (CMP) Replacement in the lower left-hand corner. All sealed proposals must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

Or

Proposers may choose to submit one (1) copy electronically through BidNet Direct.

Either form of submissions must be received no later than 11:00 a.m., local time, on December 20, 2024. No consideration will be given to proposals received after the stated date and time. The proposal shall include all requested information, forms, certifications and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Withdrawal of Proposals

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered. Proposals shall be irrevocable for at minimum sixty (60) calendar days after the Village opens them.

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant.

The Village of Orland Park retains the right to accept any proposal, any part or parts thereof or reject all proposals. The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Proposal and Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

SUBMITTAL CHECKLIST

In order to be responsive, each Proposer must submit the following items by 11:00 A.M. December 20, 2024:

- 1. A Technical Proposal as described in this RFP.
- 2. Bid Bond for ten percent (10%) of the bid price. Include the original document in the unbound bid copy. Bid Bond is Applicable.
- 3. Signed and completed Required Forms from Section III:
 - a. Proposer Summary Sheet
 - b. Certificate of Compliance
 - c. Three (3) References
 - d. Insurance Requirements Form and policy specimen Certificate of Insurance
 - e. Unit Price Sheet Under Separate Cover
- 4. Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal. Proposers must submit all proposals in a sealed envelope labeled RFP # 24-069, Old Orland Corrugated Metal Pipe (CMP) Replacement in the lower left-hand corner. All sealed proposals must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

Or

Proposers may choose to submit one (1) copy electronically through BidNet Direct.

Please contact BidNet Direct at 800-835-4603 if you experience trouble with your submission.

PROPOSER SUMMARY SHEET

RFP #24-069

Old Orland Corrugated Metal Pipe (CMP) Replacement

Business Name:				
Bolder Contractors, Inc.				
Street Address: 316 Cary Point Dr.				
Cary, IL 60013				
City, State, Zip:Phone 847-236-0785				
Contact Name: Bob GWIDS TA				
Title: presidet				
Phone: 847-610-1585 Fax: 11A				
E-Mail address: tob gwi2sdzerol.com				
Price Proposal				
GRAND TOTAL PROPOSAL PRICE \$\$				
AUTHORIZATION & SIGNATURE				
Name of Authorized Signee: Sociation (W. ASTA				
Signature of Authorized Signee:				
Title: Date: 12/20/24				



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
(Enter Name of Person Making Certification)
as
, , , , , , , , , , , , , , , , , , , ,
and on behalf of BOLDEA Contractors (Enter Name of Business Organization)
(Enter Name of Business Organization)
certifies that Proposers is:
1) A BUSINESS ORGANIZATION: Yes [No []
Federal Employer I.D. #: 20 - 0 58 + 1 00 (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 Corporation (State of Incorporation) (Date of Incorporation)
(State of Incorporation) (Date of Incorporation)
2) STATUS OF OWNERSHIP
Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purpose only. Please check the following that applies to the ownership of your business and include an 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 [X] (SBA standards) Prefer not to disclose [] Not Applicable []
How are you certifying? Certificates Attached [] Self-Certifying [∱]

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

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

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

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

4) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: Yes [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) <u>SEXUAL HARASSMENT POLICY COMPLIANT</u>: 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."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [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 [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

RFP #24-069

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 with this provision of the Act.

8) EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT: Yes [\(\int \) No []

In the manner and to the extent required by law, this ITB/RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 et seq. as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Proposer shall maintain full compliance with its requirements.

9) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes [V] 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: _	OPERATORS	: LABORS	ips Unions
Brief Description of Progre	am: Probrism	Run by	UNION I belove
it is A MIX	of classino	w, SITE	work & INSTRUCTION

5

10) TAX COMPLIANT: Yes No []

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

AUTHORIZATION & SIGNATURE:

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

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

Signature of Authorized Officer

Name of Authorized Officer

Precent

Title

REFERENCES

REFERENCES

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

316 Cary Point Dr. 316 Cary Point Dr.

Proposer's Name:	Cary. IL 60013
	(Enter Warme 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	•



INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all <u>Required Policy Endorsements</u> noted in the left column in **red bold** type MUST be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.			
WORKERS' COMPENSATION & EMPLOYER LIABILITY	LIABILITY UMBRELLA (Follow Form Policy)			
Full Statutory Limits - Employers Liability	\$1,000,000 – Each Occurrence			
\$500,000 – Each Accident \$500,000 – Each Employee	\$1,000,000 – Aggregate			
\$500,000 – Edith Employee \$500,000 – Policy Limit				
Waiver of Subrogation in favor of the Village of Orland	\$2,000,000 – Editi Occontence \$2,000,000 – Aggregate			
Park	, , , , , , , , , , , , , , , , , , , ,			
	Other:			
AUTOMOBILE LIABILITY (ISO Form CA 0001)	EXCESS MUST COVER: General Liability,			
\$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All	Automobile Liability, Employers' Liability			
Company Vehicles.	PROFESSIONAL LIABILITY			
,	\$1,000,000 Limit – Claims Made Form, Indicate			
GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)	Retroactive Date			
\$1,000,000 – Combined Single Limit Per Occurrence	D 40 000 000 11 11 01 11 11 11 11 11 11 11			
Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit	\$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date			
\$1,000,000 – Personal & Advertising Injury	Refrodctive Date			
\$2,000,000 – Products/Completed Operations	Other:			
Aggregate	Deductible not-to-exceed \$50,000 without prior			
ADDITIONAL INCLIDED END ODGENENTS	written approval			
ADDITIONAL INSURED ENDORSEMENTS: (Not applicable for Goods Only Purchases)	D DI III DEDC DICK			
(Not applicable for Goods Only Forchases)	BUILDERS RISK Completed Property Full Replacement Cost Limits –			
 ISO CG 20 10 or CG 20 26 (or Equivalent) 	Structures under construction			
Commercial General Liability Coverage				
CC 00 01 Diam 0 N Colins	☐ ENVIRONMENTAL IMPAIRMENT/POLLUTION			
• CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the	LIABILITY			
Primary Non-Contributory which makes the Village a	\$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a			
priority and collects off the policy prior to any other	pollution incident at, on or mitigating beyond the			
claimants.	job site			
Blanket Conord Linkilit Weign of Subsection	CVPED LIABILITY			
 Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an 	CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability,			
insurer from pursing a third party to recover	notification, response, credit monitoring service			
damages for covered loses.	costs, and software/property damage			
Please note, the Archdiocese of Chicago *MUST* also	CG 20 37 ADDITIONAL INSURED – Completed			
be named additional insured.	Operations (Provide only if box is checked)			

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.



Contractors, Inc.

Bolder Contractors was founded in 2004, specializing in publicly funded sewer, watermain, and road construction.









Completed Projects

Village of Lincolnwood, 2024

12,000 If watermain replacement, house service replacement, road construction, and lead services John Welch (224)935-7800

\$10.6M

City of Evanston, 2023

9,000 If watermain replacement, house service replacement, road construction, and lead services Bridget Nash (224)935-0830

\$8.0M

City of Evanston, 2022

30" watermain rehabilitation- 8,000 If of open/cut lined watermain and road reconstruction Patrick Sillivan (312)933-7857 \$12.0M

Village of Elk Grove, 2022

Installed sewer, watermain, and storm trap for elevated water tower

Todd Wells (773)454-4214

\$1.9M

City of Prospect Heights, 2022

5,000 If forcemain open cut, drilled, large lift station, and road restoration

Brian Wesolowski (224)715-1449

\$3.5M

City of Elgin, 2022

Storm sewer, watermain, road reconstruction, and lead water service replacement Josh Schmit (815)276-2081

\$6.0M



Village of Wilmette, 2021

Certificate of Eligibility Storm water storage- 9,000 If of 60"-8" storm sewer, watermain, and 35' deep square lift station Mike Warning (630)200-0093

\$4.9M

Village of Glenview Longvalley, 2020

5,000 If of storm sewer, watermain, and complete road reconstruction

Tim Swister (847)514-5705

\$3.0M

MGNWC, 2018

15,000 If of 16" and 20" dip watermain, directional boring and road restoration

Jared Hamilton (773)269-8775

\$12.5M

Village of Niles, 2016

Cleveland Corridor Sewer- approximately 16,000 If 72"-12" storm and sanitary sewer, and road restoration Tim O'Brien (847)878-4498

\$8.9M

Village of River Forest, 2015

22,000 If of storm sewer 96"-12" and various sanitary and watermain installations and service relocations, as well as partial and full roadway reconstruction \$13.8M Orion Galey 847-833-0210

Illinois Department of Transportation

AGGREGATE BASES & SURE (A)

Contractor No 0551

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

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

885 139,000.00

EARTHWORK \$2 250 000 ELECTRICAL CONCRETE CONSTRUCTION

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/6/2024 TO 4/30/2025 INCLUSIVE. AND SUPE CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN INCLUSIVE, AND SUPERSEDES ANY THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION ISSUED AT SPRINGFIELD, ILLINOIS ON 3/6/2024.

