



12 South Center Street  
Bensenville, IL 60106

Office: 630.350.3404  
Fax: 630.350.3438  
[www.bensenville.il.us](http://www.bensenville.il.us)

**VILLAGE BOARD**

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**Board of Trustees**  
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April 4, 2019

Mr. Paul De Michele  
17W275 Rodeck Lane  
Bensenville, Illinois 60106

Re: March 29, 2019 FOIA Request

Dear Mr. De Michele:

I am pleased to help you with your March 29, 2019 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on March 29, 2019. You requested copies of the items indicated below:

*"A copy of the submitted bid documents from Bolder Contractors for \$1,560,477."*


After a search of Village files, the following information was found responsive to your request:

- 1) Bolder Contractors Submitted Bid Documents for 2019 Water Main Replacement Project. (22 pgs.)

These are all the records found responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

  
Corey Williamsen  
Freedom of Information Officer  
Village of Bensenville

VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

**PROPOSAL**

To the Village of Bensenville, Illinois:

The undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, Standard Specifications, Special Provisions, Form of Proposal, Form of Contract, Form of Performance Bond, etc., and with the plans and specifications and addenda thereto if any on file in the office of the Municipal Clerk of said Municipality, and understanding that in making this proposal he waives all right to plead any misunderstanding regarding the same; the undersigned hereby proposes to perform all specified work and to provide and furnish all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to complete in a workmanlike manner all work required in connection with the construction of the **2019 WATER MIAN REPLACEMENT PROJECT** to be constructed by the said Municipality, all in accordance with the plans and specifications as prepared by James J. Benes and Associates, Inc., Consulting Engineers, including Addenda Nos.   /  ,       , and       , issued thereto, for the following prices; it being understood that each of the items is to be constructed complete in place and ready for use, including all labor, materials and equipment of every kind and nature necessary to construct the work as specified as well as all other appurtenant and accessory construction and that each item shall be constructed in all respects so as to accomplish the purpose for which the same was intended by the said plans and specifications.

VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

1. It is understood and agreed by the undersigned that the Municipality reserves the unrestricted privilege to reject any bid should any unit prices be abutted, or any bid which are noticeably unbalanced, all at the sole discretion of the Municipality.
2. The aggregate total of the above lump sum (if any) and unit price items, based on the estimated quantities, shall be the basis for the establishing of the amount of the performance bond and for comparison of bids. Said total in the case of unit price bids, shall not be understood to be a single lump sum proposal or contract price.
3. If awarded this contract, the undersigned agrees to commence work within ten (10) calendar days after execution and acceptance of the contract. The undersigned further agrees to complete the work to the satisfaction of the Municipality by **SEPTEMBER 27, 2019**.
4. Accompanying this Proposal is a bid bond, certified check, bank draft or irrevocable letter of credit payable to the said Municipality in the amount of ten percent (10%) of the amount bid which it is agreed will be forfeited to said Municipality, if the undersigned fails to execute the contract in conformance with the form of contract incorporated in the Contract Documents and furnish performance bond as specified within fifteen (15) days after notification of the award of contract to the undersigned. The amount of the bid security is \$\_\_\_\_\_.
5. In submitting this bid, it is understood that the right is reserved by the said Municipality to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
6. Each pay item shall have a unit price and a total price.
7. The unit price shall govern if there is a discrepancy between the product of the unit price multiplied by the quantity.
8. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
9. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
10. In submitting this bid, the Contractor guarantees all work for a period of one (1) year after final acceptance of the project by the owner against faulty materials and/or workmanship. If any defects become apparent within the guaranty period, the Contractor shall repair said defects at his cost and to the satisfaction of the owner.

## **ADDENDUM NO. 1**

### VILLAGE OF BENSENVILLE

### 2019 WATER MAIN REPLACEMENT PROJECT

MARCH 5, 2019

This Addendum #1 is meant as a supplement to the Request for Bids dated March 7, 2019.

This Addendum should be added to your Bid for the 2019 WATER MAIN REPLACEMENT PROJECT in the Village of Bensenville.

This Addendum addresses the following questions and comments received as of 12:00 PM March 5, 2019:

1. When can the job start? ***The award is anticipated to take place on March 26, 2019. A pre-con may be held as early as March 29. The earliest start allowed would be April 1, 2019.***
2. Do the watermain fittings have to be zinc coated also? ***No, the water main fittings do not need to be zinc coated.***
3. Soil borings, I can't read the text from borings 4-11. ***The complete geotechnical report was forwarded via email to all prospective bidders on March 1, 2019 as part of the pre-bid meeting minutes.***
4. Plan detail on page 22 shows pipe bedding to springline but special provision page 97 leads me to believe that 12" of bedding is incidental to the pipe. ***Per the Select Granular special provision on page bedding, haunching, and initial backfill shall be provided for all water main, with the cost incidental to the water main. The construction detail on page 22 specified the location of the bedding, haunching, and initial backfill. CA-7 shall be included in the cost of the water main from the bottom of the bedding to the top of the initial backfill or 12" above the top of the water main.***
5. Does the Village require a plumber on the watermain services? ***No***
6. The pay item for dust control is 40 units, but I don't know what a unit is. Special provision asked for the Coherex product and says it will be paid for by gallon. ***The special provision for DUST CONTROL, SPECIAL on page 63 of the Contract Documents shall be replaced with the following DUST CONTROL WATERING special provisions. This special provision clarifies one unit will be equivalent to 1,000 gallons of water. Coherex product has been omitted.***

7. What are you doing with the sod? are you doing full parkway restoration? if so I have to plan to remove 4" of parkway to accommodate the topsoil. Is that paid for in the unsuitable cy pay item? ***The intent is to only replace the area disturbed by the construction, not the entire parkway. Removal and Disposal of Unsuitable Material pay item accounts for 4" topsoil placement where sod is being placed as indicated on the Typical Sections. Care shall be taken by the contractor not to damage parkways that should not be disturbed.***

The special provision DUST CONTROL, SPECIAL on page 63 of the Contract Document shall be replaced with the following:

**107.36 DUST CONTROL WATERING**

This work shall consist of implementation of dust control procedures in accordance with Article 107.36 of the Standard Specifications except as follows:

Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the Engineer, in a manner meeting his approval.

This work shall consist of the exclusive control of dust resulting from construction operations and is not intended for use in the compaction of earth embankments, as specified under Article 205.06 of the Standard Specifications.

All equipment used for this work shall meet with the Engineer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

This work will be measured in units of water applied. One unit will be equivalent to 1,000 gallons of water.

Basis of Payment: This work will be paid for at the contract unit price per unit as DUST CONTROL WATERING, which price shall be payment in full for furnishing all labor, water and equipment for controlling dust as herein specified.

End of Addendum No. 1

VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

BID FORM

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES  
FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

**SCHEDULE OF PRICES**

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	TREE ROOT PRUNING	EACH	5	300 <sup>-</sup>	1500 <sup>-</sup>
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	698	20 <sup>-</sup>	13960 <sup>-</sup>
3	CONTAMINATED WASTE DISPOSAL	CU YD	50	100 <sup>-</sup>	5000 <sup>-</sup>
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,100	3 <sup>-</sup>	3300 <sup>-</sup>
5	SUPPLEMENTAL WATERING	UNIT	190	1 <sup>-</sup>	190 <sup>-</sup>
6	INLET FILTERS	EACH	15	300 <sup>-</sup>	4500 <sup>-</sup>
7	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	370	56 <sup>-</sup>	20720 <sup>-</sup>
8	PREPARATION OF BASE	SQ YD	8,368	1.10	9204.80
9	AGGREGATE BASE REPAIR	TON	420	36 <sup>-</sup>	15,120 <sup>-</sup>
10	AGGREGATE FOR TEMPORARY ACCESS	TON	860	.01	8.60
11	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,000	.01	50 <sup>-</sup>
12	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	94	10 <sup>-</sup>	940 <sup>-</sup>
13	HOT-MIX ASPHALT BINDER COURSE, IL-19 0, N50	TON	1,986	67.25	133,558.50
14	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,344	74.50	100,128 <sup>-</sup>
15	BITUMINOUS MATERIALS (PRIME COAT)	POUND	25,000	.01	250 <sup>-</sup>
16	PROTECTIVE COAT	SQ YD	1,340	1 <sup>-</sup>	1340 <sup>-</sup>
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	308	70 <sup>-</sup>	21560 <sup>-</sup>
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,280	7 <sup>-</sup>	43960 <sup>-</sup>
19	DETECTABLE WARNINGS	SQ FT	140	35 <sup>-</sup>	4900 <sup>-</sup>
20	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,834	2.55	4676.70
21	HOT-MIX ASPHALT SURFACE REMOVAL, 6"	SQ YD	9,174	2.55	23393.70
22	DRIVEWAY PAVEMENT REMOVAL	SQ YD	681	11 <sup>-</sup>	7491 <sup>-</sup>
23	SIDEWALK REMOVAL	SQ FT	7,005	1.50	10,507.50
24	CLASS D PATCHES, 6 INCH, SPECIAL	SQ YD	806	38 <sup>-</sup>	30,628 <sup>-</sup>
25	ZINC COATED DUCTILE IRON WATER MAIN 8"	FOOT	3,445	99 <sup>-</sup>	341,055 <sup>-</sup>
26	SELECT GRANULAR BACKFILL	CU YD	3,208	18 <sup>-</sup>	57,744 <sup>-</sup>
27	STEEL CASING PIPE, 16"	FOOT	200	72 <sup>-</sup>	14,400 <sup>-</sup>
28	WATER SERVICE, NEAR SIDE, 1 1/2"	EACH	46	1900 <sup>-</sup>	87,400 <sup>-</sup>
29	WATER SERVICE, FAR SIDE, 1 1/2"	EACH	42	2500 <sup>-</sup>	105,000 <sup>-</sup>
30	WATER SERVICE LINE 1"	FOOT	250	24 <sup>-</sup>	6000 <sup>-</sup>
31	WATER MAIN CONNECTION "A" (NON-PRESSURE)	LSUM	1	4000 <sup>-</sup>	4000 <sup>-</sup>

VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

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SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
32	WATER MAIN CONNECTION "B" (NON-PRESSURE)	LSUM	1	4000 <sup>-</sup>	4000 <sup>-</sup>
33	WATER MAIN CONNECTION "C" (NON-PRESSURE)	LSUM	1	4000 <sup>-</sup>	4000 <sup>-</sup>
34	WATER MAIN CONNECTION "D" (NON-PRESSURE)	LSUM	1	4000 <sup>-</sup>	4000 <sup>-</sup>
35	WATER MAIN CONNECTION "E" (NON-PRESSURE)	LSUM	1	4000 <sup>-</sup>	4000 <sup>-</sup>
36	GATE VALVE 6", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	1	5000 <sup>-</sup>	5000 <sup>-</sup>
37	GATE VALVE 8", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	10	4000 <sup>-</sup>	40,000 <sup>-</sup>
38	STORM SEWERS, DUCTILE IRON, 8 INCH	FOOT	12	180 <sup>-</sup>	2160 <sup>-</sup>
39	STORM SEWERS, DUCTILE IRON, 10 INCH	FOOT	102	140 <sup>-</sup>	14280 <sup>-</sup>
40	STORM SEWERS, PVC, 6"	FOOT	242	40 <sup>-</sup>	9680 <sup>-</sup>
41	MANHOLE TYPE A 4 FT. DIA. TI FR CL	EACH	2	3000 <sup>-</sup>	6000 <sup>-</sup>
42	INLETS SPECIAL	EACH	8	700 <sup>-</sup>	5600 <sup>-</sup>
43	REMOVING MANHOLES	EACH	2	400 <sup>-</sup>	800 <sup>-</sup>
44	FIRE HYDRANTS TO BE REMOVED	EACH	11	400 <sup>-</sup>	4400 <sup>-</sup>
45	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	13	6500 <sup>-</sup>	84500 <sup>-</sup>
46	DOMESTIC WATER METER VAULTS TO BE REMOVED	EACH	33	300 <sup>-</sup>	9900 <sup>-</sup>
47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	900 <sup>-</sup>	900 <sup>-</sup>
48	SANITARY SERVICE TO BE ADJUSTED	EACH	15	600 <sup>-</sup>	9000 <sup>-</sup>
49	FRAMES AND GRATES, TYPE 23	EACH	1	700 <sup>-</sup>	700 <sup>-</sup>
50	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	5	400 <sup>-</sup>	2000 <sup>-</sup>
51	VALVE BOXES TO BE FILLED	EACH	9	200 <sup>-</sup>	1800 <sup>-</sup>
52	SIGN PANEL - TYPE 1	SQ FT	100	25 <sup>-</sup>	2500 <sup>-</sup>
53	TELESCOPING STEEL SIGN SUPPORT	FOOT	20	15 <sup>-</sup>	300 <sup>-</sup>
54	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	490	5 <sup>-</sup>	2450 <sup>-</sup>
55	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	85	19 <sup>-</sup>	1615 <sup>-</sup>
56	SODDING, SPECIAL	SQ YD	6,281	9 <sup>-</sup>	56529 <sup>-</sup>
57	STORM SEWER REMOVAL	FOOT	108	21 <sup>-</sup>	2268 <sup>-</sup>
58	SANITARY MANHOLES TO BE ADJUSTED	EACH	5	800 <sup>-</sup>	4000 <sup>-</sup>
59	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	363	60 <sup>-</sup>	21780 <sup>-</sup>
60	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,505	36 <sup>-</sup>	54180 <sup>-</sup>
61	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	18	350 <sup>-</sup>	6300 <sup>-</sup>
62	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	<del>2200</del>	2200 <sup>-</sup>

VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

BID FORM

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES  
FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

SCHEDULE OF PRICES

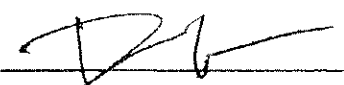
ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
63	DRAINAGE STRUCTURES TO BE CLEANED	EACH	1	900 <sup>-</sup>	900 <sup>-</sup>
64	CONSTRUCTION LAYOUT	L SUM	1	6000 <sup>-</sup>	6000 <sup>-</sup>
65	REMOVE AND REINSTALL BRICK PAVER	SQ FT	65	50 <sup>-</sup>	3250 <sup>-</sup>
66	TRAFFIC CONTROL AND PROTECTION	L SUM	1	97,000 <sup>-</sup>	97,000 <sup>-</sup>
67	STREET SWEEPING	HOURL	20	200 <sup>-</sup>	4000 <sup>-</sup>
68	DUST CONTROL WATERING	UNIT	40	100 <sup>-</sup>	4000 <sup>-</sup>
69	EXPLORATORY EXCAVATION	EACH	5	1200 <sup>-</sup>	6000 <sup>-</sup>
BIDDER'S PROPOSAL FOR THE ENTIRE IMPROVEMENT (TOTAL BID)				\$	1,560,477.80
ALL OF THE ABOVE ITEMS, COMPLETE, IN PLACE, AS SPECIFIED, FOR THE TOTAL AMOUNT OF:					
One million, five hundred sixty thousand, four hundred					
Seventy seven dollars and eighty cents					
(IN WRITING)					

ALTERNATIVE #1:

THE PURPOSE OF THIS ALTERNATIVE IS TO PROVIDE AN UNIT PRICE FOR RESIDENTS IF THEY ELECT TO REPLACE THEIR WATER SERVICE FROM THE B-BOX TO THE BUILDING. THIS WORK INCLUDES ALL MATERIAL, EQUIPMENT, AND LABOR NECESSARY TO REPLACE EXISTING WATER SERVICE LINE FROM THE PROPOSED B-BOX TO THE BUILDING FOUNDATION WITH A MINIMUM 3/4" (MINIMUM) TYPE K COPPER SERVICE AND RECONNECT NEW SERVICE LINE TO EXISTING AT THE BUILDING. THE WORK ALSO INCLUDES REMOVAL AND REPLACEMENT OF ALL HARDSCAPE ITEMS INCLUDING BUT NOT LIMITED TO DRIVEWAY AND SIDEWALKS AND LANDSCAPE RESTORATION TO INSTALL THE PRIVATE WATER SERVICE THAT WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCLUDED IN THE COST OF LEAD WATER SERVICE REPLACEMENT. THE CONTRACTOR SHALL ENTER INTO SEPARATE CONTRACTS WITH EACH RESIDENT (INDEPENDENT OF VILLAGE OF BENSENVILLE 2019 WATER MAIN REPLACEMENT PROJECT CONTRACT) SHOULD THE RESIDENT CHOOSE TO HAVE THEIR WORK COMPLETED. THE CONTRACTOR SHALL HONOR THE ALTERNATE PRICE PROVIDED SHOULD THE CONTRACTOR AND RESIDENT ENTER INTO A CONTRACT BY MAY 24, 2019.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
70	LEAD WATER SERVICE REPLACEMENT	FOOT	3,520	300 <sup>-</sup>	1,056,000 <sup>-</sup>

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA NOS. 1, AND \_\_\_\_\_

SIGNED BY: 





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

Affidavit of Availability  
For the Letting of 3/7/19

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

## Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	#3				5	
Contract With	M&NWC	Lake Villa	Wheeling	Riverside	Orland Park	
Estimated Completion Date	5/1/19	5/1/19	5/1/19	6/1/19	5/1/19	
Total Contract Price	\$12,200,000	\$90,000	1,080,000	570,000	1,856,000	
Uncompleted Dollar Value if Firm is the Prime Contractor	600,000	50,000	30,000	340,000	1,400,000	2,420,000
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						2,420,000

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving					40,000	40,000
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage	410,000			249,000	1,200,000	1,859,000
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals	410,000	0	0	249,000	1,240,000	1,899,000

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5 Awards Pending
Subcontractor	RJ Undergrum	McBrierty	American Tops	RJ Undergrum	TBD
Type of Work	directional bore	LANDSCAPE	LANDSCAPE	Directional bore	PAVING
Subcontract Price	190,000	50,000	20,000	70,000	160,000
Amount Uncompleted	190,000	50,000	20,000	70,000	160,000
Subcontractor			DINAPLE	LJ Keck	
Type of Work			concrete	Auger	
Subcontract Price			10,000	21,000	
Amount Uncompleted			10,000	21,000	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	190,000	50,000	30,000	91,000	160,000

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of 3/7/14

Type or Print Name ROBERT GWIASDA pres  
Officer or Director Title

[Signature]  
Notary Public

Signed [Signature]

Mv commission expires \_\_\_\_\_  
OFFICIAL SEAL  
DOUG ABBEY  
PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/31/14

Company BOLPS & CONTRACTORS  
Address 316 JEFFERSON DRIVE  
CANTON IL 60013



**Illinois Department  
of Transportation**

## Certificate of Eligibility

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

Contractor No 0551

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

\$65,272,000.00

001	EARTHWORK	\$2,050,000
012	DRAINAGE	\$22,975,000
014	ELECTRICAL	\$325,000
017	CONCRETE CONSTRUCTION	\$2,025,000
08A	AGGREGATE BASES & SURF. (A)	\$1,175,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/23/2018 TO 4/30/2019 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/23/2018.

*Tim Kell*  
Engineer of Construction

# **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**

- 2016- Village of Niles- Cleveland Corridor Sewer. Approximately 16,000 lf of 72"-12" storm and sanitary sewer, road restoration. Tim O'Brien 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. Dan Manis 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 \$13.5M
- 2015- Tollway contract 4180 – 4000 lf of 54" pccp watermain relocation Along I90. Subcontractor for this work, material purchase by GC otherwise contract Would exceed \$3M. Dave Johnson 773-619-3446 \*\*\*1.6M
- 2014- Village of Elmwood Park Area 5 Storm Sewer- 2500 lf 84" storm sewer Open cut and jacked with road restoration. Orion Galey 847-823-0500 \$4.5M
- 2014 – Village of Elmwood Park- Thatcher Ave Area 6 – 36" fused hdpe forcemain, storm sewer along with 3000 lf of sanitary sewer and watermain. Complete road reconstruction and concrete flood wall. Orion Galey 847-823-0500 \$6.1M
- 2014- Idot contract 63868 Round Lake. Approx 4000 lf 36" storm sewer, complete road construction and traffic signals. Adam Wedoff c/o Round Lake 815-690-0457 \$4.3M
- 2013- City of Elgin Union and Sheridan Street Rehab- 9000lf various size Sewer and watermain installation with full roadway replacement. Jay Beverly City of Elgin 847-931-5957. \$5.8M
- 2012- Idot contract 63566 Rt 41/Golf in Skokie. Road reconstruction, watermain And storm sewer 78". Ron Cook 847-489-3561 \$6.4M

VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

(If an Individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a co-partnership)

Firm Name \_\_\_\_\_

(Seal)

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Names and  
Addresses of all  
Partners of the  
Firm)

(If a Corporation)

Corporate Name BOLDER CONTRACTORS

Signed By [Signature]  
President

Business Address 316 Cary Pt. Cary IL 60013

(Corporate Seal)

(Insert Names of  
Officers)

President ROBERT GWINASIA

Secretary TRON RANKINS

Treasurer v

Attest: [Signature]  
Secretary


(Note: Bidders should not add any conditions or qualifying statements to this bid, since under these circumstances, the bid may be declared irregular as being not responsive to the advertisement for bids).



VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

Surety

Fidelity and Deposit Company of Maryland  
(Name of Surety)

By:   
(Signature of Attorney-in-Fact)  
James I. Moore

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Sherry Bacskai, a Notary Public in and for said county, do hereby certify that \_\_\_\_\_

Robert Gwiasda & James I. Moore

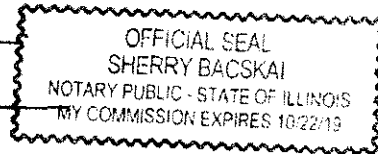
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand ~~and~~ notarial seal this 7th day of March A.D. 2019.

My commission expires 10/22/2019

  
Notary Public



NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

**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 **Kelly A. GARDNER, Stephen T. KAZMER, Jennifer J. MCCOMB, James I. MOORE, Dawn L. MORGAN, Melissa SCHMIDT, Tariese M. PISCIOFFO, Kevin J. SCANLON, Diane M. RUBRIGHT and Sherry BACSKAI, all of Downers Grove, ILLINOIS, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24<sup>th</sup> day of January, A.D. 2019.



**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 24th day of January, A.D. 2019, 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, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**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 or 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 hereto subscribed my name and affixed the corporate seals of the said Companies,  
this 7<sup>th</sup> day of March, 2019.



A handwritten signature in cursive script that reads "Michael C. Fay".

Michael C. Fay, 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  
[www.reportsfclaiams@zurichna.com](mailto:www.reportsfclaiams@zurichna.com)  
800-626-4577



VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.



VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

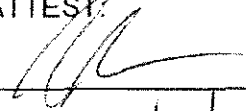
**(continued)**

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

  
\_\_\_\_\_  
Contractor

ATTEST:

  
\_\_\_\_\_

DATE: 3/7/19

VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

**SEXUAL HARASSMENT CERTIFICATE**

BOLDEN CONTRACTORS hereinafter referred to as "Contractor"  
having submitted a bid/proposal for **2019 WATER MAIN REPLACEMENT PROJECT**  
to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said  
Contractor has a written sexual harassment policy in place in full compliance with 775  
ILCS 5/2-105(A)(4) including the following information:

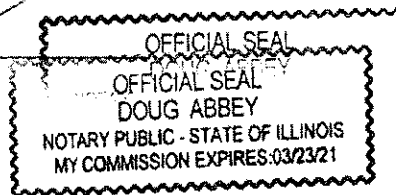
1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of 3/7/19, 2019.

[Signature]  
Notary Public



VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

**BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11 OF  
ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that BOLDEN CONTRACTORS is not barred from (Name of Bidder) bidding  
on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article  
of the Illinois Criminal Code of 1961.

Signed: [Signature]  
Title: pres

Date: 3/7/19

INTERFERENCE WITH PUBLIC CONTRACTING -- BID RIGGING AND ROTATING --  
KICKBACKS -- BRIBERY

PUBLIC ACT 85-1295  
S.B. 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28,  
1961, as amended.

Be it enacted by the People of the State of Illinois, represented in the General  
Assembly:

Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961,  
as amended, the added Article to read as follows:

VILLAGE OF BENSENVILLE  
2019 WATER MAIN REPLACEMENT PROJECT

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid Rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec. 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.