### HOFFMAN ESTATES PARK DISTRICT Hoffman Estates, Illinois

### FORM OF PROPOSAL

Proposal of		, hereinafter
called the "BIDDER", (a) / (an)	(Corporation Partnarchin	
individual) doing business as	(Corporation, Partnership,	, to Hoffman

Estates Park District, hereinafter called the "OWNER."

\* \* \*

The Bidder, in response to your advertisement for bids for **Painting** having examined the Specifications and other Documents and being familiar with all of the conditions surrounding the proposed work (purchase/sale) including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract

Document: Numbers: \_\_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_,

Bidder hereby agrees to start work within five (5) days after receipt of "Notice to Proceed" from the Owner and to complete the project according to the scheduled provided in the contract documents. All work under this proposal shall be completed no later than April 28<sup>th</sup> 2017 unless an extension due to extenuating circumstances is granted by the Construction Manager.

### SCOPE OF WORK PAINTING

The specifications and drawings are to govern the extent of the Work required or reasonably incidental to this Bid package. The following list of Work items is to be included and considered complementary to the drawings and specifications:

Furnish all labor, tools, material, and equipment required and necessary to complete the following:

- 1. Complete all painting work including, but not limited to, surface preparation, painting, priming, staining, epoxy painting, back priming, caulking and finishing of all exposed surfaces and installed products requiring field paint.
- 2. Provide all bidding and contract requirements: General Requirements, Painting and related sections as specified.
- 3. Extreme care should be taken in order to protect adjoining surfaces from being marred or damaged. Any cleaning, repair or replacement of damaged surfaces shall be this Contractor's responsibility.
- 4. Prepare and match any minor surface imperfections prior to finishing the surface. This shall include sanding, primer touch up, spackle, wood filler and other ordinary products used in preparation.
- 5. All latex caulk required and necessary to close the gap between adjoining surfaces and other finishes shall be installed as part of the painting scope of work.
- 6. All concrete floor sealer and preparation shall be included as part of the painting scope of work.
- 7. Provide wall prep and removal of existing applied materials as required for an acceptable and approved appearance.
- 8. Provide a **\$1,500** allowance in the Base Bid price for labor and material to perform on a T&M basis for modifications as directed by Construction Manager. Unused portions shall be credited back to the Owner.
- 9. This facility must remain in operation, including all services, at all times. All work must be closely coordinated with Owner requirements, which shall take precedence. Trade contractor shall anticipate and have auxiliary work to fall back to should an area be temporarily closed to work.
- 10. Provide adequate staff to review the Contract Documents and request, in writing, any additional information required well in advance of the actual fabrication or installation. Coordinate and communicate installation information with all other trades where there is interface, connection or contact with a product or work being installed and/or supplied by others.
- 11. If this Contractor is determined to impede the progress of the project schedule, the work delaying such progress will be passed over in a normal course of business and this Contractor shall be responsible for installing the work under other means and paying for additional costs, remedial work or damages resulting from such action.
- 12. Provide markers indicating limits of work and clear identification of items and areas requiring protection. Provide barricades, warning signs, and warning lights at conditions where there is a danger of injury to persons, or materials falling into excavations, pits, or depressions in the surrounding grade. This contractor is solely responsible for determining the potential for injury to persons and damage to property. Where such potential is present, take appropriate protective measures. Protect persons from injury and protect existing and new improvements from damage caused directly or indirectly by construction operations.
- 13. The Trade Contractor shall be liable and responsible for payment of all OSHA fines and/or other penalties against their work for failure to comply with all such requirements. Trade Contractor shall also reimburse the Construction Manager for all OSHA and other fines and/or penalties charged to the construction manager due to Trade Contractor's negligence.
- 14. Clean up shall be on a daily basis. This shall include sweeping and other housekeeping methods necessary to maintain the building, and removal of debris from streets, roads, and landscaped areas. All unused materials, packaging, debris, food-related items shall be placed in rubbish containers and daily removed from the site.

- 15. Submit the following information within five (5) days after bidding, when requested: (a) approximate number of man-days anticipated for each major function of work; (b) All paint draw downs for approval shall be submitted within twenty-one (21) days of the Contract date.
- 16. No extras shall be accepted on this project unless initiated by the Owner. Discrepancies, exclusions, clarifications regarding each contractor's scope of work shall be addressed by contractor, in writing, and to the architect during the bidding process.
- 17. Contractor shall provide certificate of insurance with coverage as specified in the Project Manual and naming architect as additional insured's.

Bidders agree to provide all materials, labor, supervision and markup costs to complete the work required under this proposal as specified in the contract documents for the sum of:

Which includes an allowance of **\$1,500** to be used by the owner should it be necessary to complete the work. Allowance monies unused will be retained by the owner.

\$\_\_\_\_\_ (in writing)

<u>ALTERNATES</u> The Contractor shall indicate an ADD or DEDUCT cost to the following items if they apply to their trade being bid as part of this package. Said alternates include all labor, material, equipment charges for incidental expenses, general conditions, supervision, taxes, insurance, overhead and profit.

Alternate No 1: Temperature Control Commissioning

- 1. Base Bid: Provide NO temperature controls commissioning..
- 2. Alternate Bid: Provide itemized pricing for the temperature controls contractor to commission the existing controls system that fall outside of the project scope of work as denoted in the contract documents..

## ADD COST \$ <u>NOT ASSOCIATED WITH THIS BID PACKAGE</u>

Alternate No 2: Integrated Boiler Controls

- 1. Base Bid: Provide NO integrated hot water boiler controls
- 2. Alternate Bid: Provide itemized pricing for integrating the hot water boiler controls into the existing temperature control system.

## ADD COST \$ <u>NOT ASSOCIATED WITH THIS BID PACKAGE</u>

Alternate No 3: Electrical operable panel partition.

- 1. Base Bid: Provide manually operated operable panels
- 2. Alternate Bid: Provide itemized pricing for providing electrically operated panel partitions in lieu of the electrically operated panels

## ADD COST \$ <u>NOT ASSOCIATED WITH THIS BID PACKAGE</u>

Alternate No 4: Helical Foundation Anchors

- 1. Base Bid: Provide tradition spread footing as designated in the contract documents.
- 2. Alternate Bid: Provide itemized pricing to provide helical pier anchor below the column footings as a delegated design.

#### ADD COST \$ <u>NOT ASSOCIATED WITH THIS BID PACKAGE</u>

Alternate No 5: Door and Hardware

- 1. Base Bid: Provide salvaged doors and hardware in new hollow metal frames as part of the base bid.
- 2. Alternate Bid: Provide itemized pricing for new doors, hardware and hollow metal frames in lieu of salvaged doors and hollow metal frames. Refer to the contract documents for additional information.

ADD COST \$ <u>NOT ASSOCIATED WITH THIS BID PACKAGE</u>

Alternate No 6: Concrete stoop

- 1. Base Bid: Excavate, provide ,place and finish concrete slab outside of room 149 as part Base bid.
- 2. Alternate Bid: Deduct the cost of excavating, providing materials, placing and finishing concrete slab outside of room 149.

DEDUCT COST \$ <u>NOT ASSOCIATED WITH THIS BID PACKAGE</u>

#### VOLUNTARY ALTERNATES

The contractor is encouraged to provide Voluntary Alternates. All Voluntary Alternates <u>must</u> be a modification to the Base Bid and shall <u>not</u> be included in the Base Bid.

Description of Alternate Proposed (state any change in time required):

\_\_\_\_\_ Add/Deduct \$\_\_\_\_\_

#### UNIT PRICES

The following unit prices include overhead and profit, all labor, materials, necessary tools, expendable equipment, all applicable taxes and fees, and utility and transportation services necessary to complete that unit of work and remain valid for the duration of the Contract.

Paint Masonry	\$ /SF
Paint Drywall	\$ /SF
Painter including Mark ups	\$ /HR
Accompanying this is a	 

(Bid Bond, Certified Check, Bank Draft)

In the amount of \_\_\_\_\_

(Dollars)

is attached to this proposal, as surety, in the amount of not less than 10% of the total bid payable to the Owner, which it is agreed will be forfeited if the undersigned fails to execute the Contract in

conformity with the requirements set forth in the Project Manual and furnish Performance and Labor Material Payment Bonds as specified within ten (10) days after notification of the award of the Contract to the undersigned.

The undersigned bidder certifies that he is eligible for and agrees to provide Performance and Labor and Material Payment Bonds executed in accordance with AIA Document (By referral) written with \_\_\_\_\_\_\_\_ (bonding company) in the amount of 100% of the Contract Sum (Base Bid and all accepted Alternate Bids) the cost of which is included in the bid.

The Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the "Owner."
- E. That he will comply with all provisions of the Prevailing Wage Ordinance #O16-03 adopted by the Hoffman Estates Park District.
- F. That he is in compliance with the Criminal Code Act of 1961, Article 33E-11, Public Contracts, and Public Act 85-1295.
- G. That all materials, methods and workmanship shall conform to the drawings, specifications, manufacturer's standards and specifications, and all applicable Codes and Standards.

HOFFMA	AN ESTATES PARK DISTRICT	FIRM NAME	
BY:		ADDRESS	
	(Sign and Date)		
BY:			
	(Sign and Date)	PHONE	
		EMAIL:	
		BY:	
			ign and Date)

## FORM 1 – BID

## **CERTIFICATION**

I, \_\_\_\_\_\_\_\_\_ (Officer), having been first duly sworn on Oath, do depose and state that I presently reside at \_\_\_\_\_\_\_\_\_ (Address), and that I am the duly authorized principal, officer or agent of \_\_\_\_\_\_\_\_ (Name of Contractor) and do hereby certify to Hoffman Estates Park District, its Commissioners, Officers and Employees that neither I nor \_\_\_\_\_\_\_ (Name of Contractor) are barred from bidding on the Contract for which this bid is submitted, and as a result of violation of either Section 33E-3 (Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28,1961, as amended.

On behalf of Contractor

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

- Notary Public -

My Commission Expires:

## FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

I, \_\_\_\_\_ (name of person making the affidavit), being duly sworn, deposes and says that he is the \_\_\_\_\_\_(title) of

\_\_\_\_\_\_, and that he has authority to make the following affidavit; that he has knowledge of the Hoffman Estates Park District ordinance relating to Fair Employment Practices, Equal Employment Opportunity, Prevailing Wages, Sexual Harassment Requirements, and knows and understands the contents thereof; that he certifies that \_\_\_\_\_\_ (name of company) is an equal opportunity employer as defined by the Federal, State and Local regulations.

## HOLD HARMLESS AGREEMENT

(company name) agrees to indemnify, hold harmless and defend the Hoffman Estates Park District, its consultants for this Project, agents, servants and employees, (Construction Company), Williams Architects, and its sub consultants, and each of them against and hold them harmless from any and all liability, loss, cost, damages and claims, cause of action, demands, rights, costs of loss of service expenses, compensation, and expense (including reasonable attorneys' fees and court costs) which the undersigned now has or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, resulting from, arising out of, or incurred by reason of claims, actions, or suits based upon or alleging bodily injury, including death, or property damages arising out of, or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

Signed this: day of		, 2016.		
Ву:				
Title:				
Address:				
Subscribed and sworn before me	City	State	Zip	
this day of		, 2	016	
Notary Public				

S/Gary/BID/NSide Renovation Painting October 11, 2016 – Page 7

## SUBCONTRACTORS

The following list includes all Subcontractors who will perform work representing five percent (5%) or more of the total base bid. The Bidder represents that the Subcontractors are qualified to perform the work required.

Category	Subcontractor Name	Address
1		
5		
7		
9		
10		
14		

## REFERENCES

		Hoffman Estates IL 60169
<b>Refe</b> 1.	erences for: Company Name:	
	Address:	
	City-state:	
	Phone Number:	
	Contact Person:	
2.	Company Name:	
	Address:	
	City/State:	
	Phone Number:	
	Contact Person:	
3.	Company Name:	
	Address:	
	City/State:	
	Phone Number:	
	Contact Person:	
4.	Company Name:	
	Address:	
	City/State:	
	Phone Number:	
	Contact Person:	

## STATEMENT OF EXPERIENCE

The Bidder shall list all recent projects for which he provided services of a similar nature to the subject project.

Project/Location	Contract Amount	Reference/Phone #
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

### HOFFMAN ESTATES PARK DISTRICT Hoffman Estates, Illinois

Please list all of the equipment you will be using on this specific job.

### SUSTAINABILITY STATEMENT

#### Introduction

The Hoffman Estates Park District is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidders to provide a Statement of Sustainability to ensure our bidders are also incorporating sustainability into their firm's practices.

#### Instructions

Provide a clear description of your firm's sustainable practices, policies or procedures to the below sections or attach a copy of your practice. These practices may include but are not limited to:

<u>Waste Minimization</u> within the office or facilities through recycling programs, double-sided copying, electronic internal communications, recycled content in materials, reusable cups, limited printing, electronic document management, green purchasing policies, green cleaning supplies or reduced packaging in materials procured or supplied.

<u>Energy Efficiency</u> within office, facilities or firm through lighting retrofits, photo sensor switches for lighting, use of day lighting, Energy Star rated appliance or equipment, alternative fuel or efficient fleet, anti-idling policy, or indoor temperature management.

<u>Water Efficiency</u> in office, facilities or firm through faucet or fixture retrofits, switch individual bottled water to office water coolers or drinking fountains, drought tolerant landscaping.

<u>Staff</u> are encouraged to be sustainable and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support to attend green seminars, US Green Building Council LEED accredited or the creation of an internal green team.

<u>Education</u> of your staff about green practices, your business peers of your green accomplishments, your community of your sustainability, or any environmental awards your firm has achieved.

# FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

I, \_\_\_\_\_\_\_(name of person making the affidavit), being duly sworn, deposes and says that he is the \_\_\_\_\_\_\_(title) of \_\_\_\_\_\_\_\_, and that he has authority to make the following affidavit; that he has knowledge of the Hoffman Estates Park District ordinance relating to Fair Employment Practices, Equal Employment Opportunity, Prevailing Wages, Sexual Harassment Requirements, and knows and understands the contents thereof; that he certifies that \_\_\_\_\_\_\_\_(name of company) is an equal opportunity employer as defined by the Federal, State and Local regulations.

## HOLD HARMLESS AGREEMENT

(company name) agrees to indemnify, hold harmless and defend the Hoffman Estates Park District, its consultants for this Project, agents, servants and employees,

(Construction Company), and its sub consultants, and each of them against and hold them harmless from any and all liability, loss, cost, damages and claims, cause of action, demands, rights, costs of loss of service expenses, compensation, and expense (including reasonable attorneys' fees and court costs) which the undersigned now has or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, resulting from, arising out of, or incurred by reason of claims, actions, or suits based upon or alleging bodily injury, including death, or property damages arising out of, or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

Signed this: day of		, 20	
Ву:			
Title:			
Address:			
City	State	Zip	 
Subscribed and sworn before me			
this day of		, 20	

Notary Public