

BID FORM

A. GENERAL INFORMATION:

Project:

HOFFMAN ESTATES PARK DISTRICT – VOGELI HOUSE INTERIOR AND EXTERIOR
REMODEL
650 WEST HIGGINS ROAD
HOFFMAN ESTATES, IL 60169
API ARCHITECTS PROJECT NUMBER D2100051

Deliver Bid To:

HOFFMAN ESTATES PARK DISTRICT
TRIPHAHN COMMUNITY CENTER
1685 WEST HIGGINS ROAD
HOFFMAN ESTATES, IL 60169
847-885-7500

ATTENTION: DUSTIN HUGEN

Bid Form:

[Bidder to fill in below]

Bidder Name:

Bidder Address:

Bidder Tel/Fax:

Bidder Email:

The Bidder named above, in compliance with instructions to Bidders for the construction of the project, having examined the drawings and specifications with related documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, material, and supplies and to construct the project in the time set as noted 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 the Bid is a part.

Work shall be performed in accordance with the Contract Documents as prepared by API ARCHITECTS dated 07.23.2021

B. ADDENDA:

The bidder acknowledges receipt of the following addenda and has incorporated their provisions in this bid:

[Bidder to fill-in below; provide attached pages for additional addenda as required]

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____

C. BASE BID TOTAL:

If awarded the contract, the Bidder agrees to complete all of the work as shown on drawings and as specified for the sum of:

_____ (U.S) Dollars

(U.S) \$ _____

[Bidder to fill in the amount in both words and numerical figures. In case of discrepancy, the amount shown in words shall govern.]

D. BASE BID BREAKDOWN:

In addition to the total base bid provided in Section C. above, please break down the base bid into the following components:

INTERIOR WORK (U.S) \$ _____

EXTERIOR WORK (EXCLUDING RAMPS) (U.S) \$ _____

EXTERIOR WORK (RAMPS ONLY) (U.S) \$ _____

[Bidder to fill in the amount in numerical figures.]

E. ALTERNATES:

If the Owner desires to accept any or all of the Alternates to this bid, the Bidder agrees to add or deduct the sums listed below for each alternate, adjusting the base bid listed above accordingly.

[Bidder to fill in the amounts and indicate if the alternate is an ADD or DEDUCT.]

Alternate 1: Exclude all on site excavation with exception of the excavation necessary for the retaining wall. Retaining wall excavation shall include 10'-0" on either side of the proposed wall. The exclusion shall include the excavation necessary for the installation of the proposed sidewalks.

DEDUCT \$ _____

Alternate 2: Remove Performance Bond and Payment – Labor and Material Bond from the Base Bid

DEDUCT \$ _____

The Contractor, at their option, may submit optional alternates of substitutions for the Owner’s review that may reduce the cost or required installation time. These alternates or substitution shall follow the requirements of the Instructions to Bidders. These optional Alternates or substitutions shall be listed on a page attached to this Bid.

F. CHANGES IN THE WORK:

For parts of the work not included in the Base Bid and not covered by unit prices, the Bidder agrees to charge for additional work and credit for omitted work as Contractor’s over head and profit the following percentages of the cost of said work:

1. For parts of the work performed by Contractor’s own forces into involving subcontractors,

Extra _____% Credit _____%

2. For parts of the work performed by subcontractor’s forces,

Extra _____% Credit _____%

G. UNIT PRICES:

If incorporated into the agreement, the following units of labor and material shall apply to facilitate changes, additions or deduction in the work.

Adjustments shall be made on net variations of total quantities based on design dimensions. A unit price shall represent the total cost of a unit labor and material in place, in accordance with the requirements of the Contract Documents. (Bidder to fill in unit prices.)

ITEM	ADD	DEDUCT	UNIT
1. Concrete Sidewalk	\$ _____	\$ _____	Per Square Foot
2. Retaining Wall	\$ _____	\$ _____	Per Square Foot
3. Drywall replacement + prime and paint	\$ _____	\$ _____	Per Square Foot
4. Wood framing new or replacement excluding drywall finish	\$ _____	\$ _____	Per Linear Foot

H. MAJOR SUBCONTRACTORS:

The Base Bid includes the work to be performed by the following subcontractors. If self-performing, please indicate.

- Mechanical _____
- Electrician _____
- Plumbing _____
- Concrete/Site _____
- Carpenter _____

I. TIME AND COMPLETION:

If awarded the contract, the Bidder agrees to complete the work within the following timeframe.

Thursday September 30, 2021 – Contractor awarded project.

Friday October 1, 2021 – Site available for Contractor to begin construction.

TBD – Project substantially complete on or before this date.

_____ Project Timeline Acceptance.

[Bidder to initial as acceptance of the proposed project timeline]

_____ Number of Calendar Days to Complete the Project.

[Bidder to initial as acceptance of the proposed project timeline]

J. BONDS AND INSURANCE:

Undersigned states that all premium costs for furnishing Bonds and Insurance according to the Instructions to Bidders and the Conditions of the Contract are included in above BASE BID PRICE.

K. CERTIFICATION:

Undersigned hereby certifies that their Bid is completely genuine and not sham or collusive, or made in the interests of or on behalf of any firm or person not named herein, and that undersigned has not directly or indirectly induced or solicited any other Bidder to tender a sham or false Bid or any other person, firm, or corporation to refrain from bidding, and that undersigned has not in any way sought by collusion to secure an advantage over any other Bidder.

L. STATUS OF BIDDER:

Must be stated whether individual, partnership, or corporation; if a partnership, give the full name of all partners; if a corporation, name the State in which incorporated.

M. BID GUARANTEE:

The Bidder agrees that the Owner shall have the right to retain this Bid for a period of Forty Five (45) days from the date of submission and guarantee. This amount or amounts set forth to be firm for the same Forty Five (45) day period. Further, the successful bidder shall comply with the law on prevailing wages and the requirements of the Illinois Human Rights Act.

N. BID ACCEPTANCE:

Upon notice of the acceptance of this Bid, the Bidder agrees to execute an American Institute of Architects Contract with the associated General Conditions in accordance with the Bid as accepted within six (6) calendar days (unless a longer period is agreed upon) from the date of such notice.

It is understood and agreed that the Owner reserves the right to award the Contract to their best interest, to reject any or all Bids, to waive any informalities in bidding, and to hold all Bids for the Bid Guarantee period.

O. EXECUTION:

Signed this _____ day of _____, 2021
(Month)

Business Name: _____

Business Address: _____

Business Telephone: _____

By _____

Signature

Title

Corporate Seal

ANTI-COLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says:

That he is _____ of _____
(Partner, Officer, Owner, etc.) (Contractor/Company)

The party making the foregoing bid, affirms that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if Bidder is Individual)
(Name of Partner if Bidder is Partnership)
(Name of Officer if Bidder is a Corporation)

STATE OF ILLINOIS)
SS)
COUNTY OF _____

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed this _____ day of _____ 20_____

Notary Public _____

****SEAL****

CONTRACTOR' S CERTIFICATION

In Compliance with 720 ILCS 5/33-E-11

_____ as a _____
(Printed name of Vendor) (Individual, Partnership, Corporation)

As part of their bid on the above-sole referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code (720 ILCS 5/33-E-3 and 4.

By: _____

Title: _____

Date: _____

STATE OF ILLINOIS)
)
SS)
COUNTY OF _____

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify

That _____ appeared before me this day in person and, being

first duly sworn on oath, acknowledged that he/she executed the foregoing certification as

his/her free act and deed This _____ day of _____ 20_____

Notary Public: _____

****SEAL****

WRITTEN SEXUAL HARASSMENT POLICY CERTIFICATION

The undersigned bidder hereby represents and certifies to the Addison Park District that it either (i) has adopted and implemented a written sexual harassment policy which complies with the requirement of Section 2-105 (4) of the Illinois Human Rights Act (775-ILCS5/2-105(A) (4) or (ii) in the event the undersigned bidder has not heretofore adopted and implemented such a written sexual harassment policy, then by submission of any bid to Addison Park District it does thereby expressly adopt as its own sexual harassment policy, effective the date of submission of such bid, that policy set forth on and contained in Exhibit H attached here to and by this reference incorporated herein and made a part hereof.

Dated this _____ day of _____, 20_____.

Contractor:

By: _____
(Authorized Representative)

Title: _____

EXHIBIT OF WRITTEN SEXUAL HARASSMENT POLICY

Policy

It is the policy of _____ (Bidder) that no employee of it shall be subject to sexual harassment.

Illegality

Sexual harassment is a form of sexual discrimination and is illegal.

Definition of Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of individual's employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

The Company's Internal Complaint Process

If an employee believes he or she is a victim of sexual harassment, he or she should immediately file a written complaint of same with his or her immediate supervisor, or if none, to the Company President. The complaint shall include dates, times and places of the alleged sexual harassment, name (s) of the perpetrator (s) and a description of the conduct complained of, all to the best knowledge of the complainant. If after due investigation, the Supervisor or President/ Owner shall issue a written reprimand and may take more severe disciplinary action such as suspension without pay, demotion or dismissal. If suspension without pay, demotion, or dismissal is recommended, no such action may be taken without the approval of the President/ Owner of the Company.

Civil Rights Violations

Under the Illinois Human Rights Act, it is a civil rights violation for any employer, employee, or agent of any employer, to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures. It is also a civil rights violation for a person or two or more persons to conspire to retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful discrimination or sexual harassment in employment, or because he or she has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

Illinois Human Rights Commissioner/Illinois Department of Human Rights

In addition to or as an alternative to an employee availing himself or herself of the company's internal complaint process discussed above, an employee who believes he or she is the victim of sexual harassment may bring his or her complaint to the attention of the Illinois Department of Human Rights at:

Illinois Department of Human Rights
100 West Randolph Street
Chicago, Illinois 60601

Within 180 days after the date that a civil rights violation allegedly has been committed, a charge in writing under oath or affirmation may be filed with the Illinois Department of Human Rights by an aggrieved person. The Department must then require the respondent to file a verified response within 270 days thereafter. The complainant may reply to said response within 60 days after it is filed. After the respondent is notified, the Department is required to conduct a full investigation of the allegations. Where there is a failure to settle any charge through conciliation, the Department is required to prepare a written complaint. At any time after a charge is filed, the Department or complainant may petition the appropriate court for temporary relief, pending final determination of the proceedings under the Illinois Human Rights Act. The petition shall be filed in the Circuit Court for the county in which the respondent resides or transacts business or in which the alleged violation took place.

A copy of this policy is to be provided to the Illinois Department of Human Rights upon request.

ILLINOIS DRUG -FREE WORKPLACE STATEMENT

The bidder acknowledges its obligations under the Illinois Drug-Free Workplace Act and certifies it will provide a drug-free workplace by publishing a statement that includes:

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Addison Park District, the employee will:
 - a) Abide by the terms of the statement;
 - b) Notify the undersigned of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction;
4. Establishing a drug free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation or employee assistance program;
 - d) The penalties that may be imposed upon an employee for drug violations;
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Addison Park District, and shall post the statement in a prominent place in the workplace;
6. The undersigned will notify the Addison Park District, within ten (10) days of receiving notice of an employee's conviction;
7. Make a good faith effort to maintain a drug free workplace through the implementation of these policies;
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the workplace, he shall:
 - a) Take appropriate action against such employee up to and including termination; or
 - b) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

Signed: _____ Date _____

Title _____

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly

sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act
and deed this _____ day of _____ 20_____

Notary Public _____

****SEAL****

SUBSTANCE ABUSE PREVENTION FORM

The Substance Abuse Prevention Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all Subcontractors while performing work on a public works project. The contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date