# Bloom Township High School District 206 100 W. 10<sup>th</sup> Street Chicago Heights, Illinois 60411



## EXTERIOR PAINTING AT BLOOM TRAIL

BID DUE: Wednesday, April 10, 2024 10:00 A.M.

Mandatory pre-bid meeting and walkthrough:
Bloom Trail
22331 Cottage Grove
Ave.
Chicago Heights, IL
60411

April 3, 2024 at 10:00 A.M.

#### SECTION I

## INFORMATION FOR BIDDERS

- 1. Notice is hereby given that sealed bids for all labor and material outlined on the attached listing for Bloom High School District #206, Chicago Heights, Illinois shall be received at the office of the Business Manager on or before 10:00 AM on the April 10, 2024. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the School District before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered.
- 2. It is the intent that these specifications promote adequate competition. Bidders are required to quote items as specified, but they may also submit equal or superior products (in which case, <u>samples and manufacturer's specifications must be submitted</u>) provided such products are listed separately.
- 3. <u>EXAMINATION OF SPECIFICATIONS</u>: Each bidder shall acquaint him/herself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.
- **4.** <u>ADDENDA:</u> Where additional communication is found to be needed, a written addendum will be issued by the District to all interested parties.

#### 5. QUALIFICATIONS OF BIDDER:

Bloom High School District #206, Chicago Heights, Illinois may take such investigations as deemed necessary to determine the ability of the bidder to perform the work.

- 6. The bidder shall furnish all materials and labor required to complete the job to owner's satisfaction. The bid proposal shall include freight and/or cartage for any delivery.
- 7. The Board of Education of Bloom High School District #206, Chicago Heights, Illinois reserves the right to reject any or all bids, and to waive any informalities, or irregularities in bidding, and to award the contract in the best interest of the district. Any such decision shall be considered final. It is the intent of the School District to award a contract to the lowest responsible, responsive bidder meeting specifications which is in the best interest of the School District as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided, or project will be

for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

C. The contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub- contractor, provided that the foregoing provisions shall not apply to contracts or sub- contractors for standard commercial supplies or raw materials.

D. In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special conditions, if any, shall prevail over these general conditions; and drawings and specifications shall prevail over general and special conditions.

### 11. SEXUAL HARASSMENT POLICY:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information: The illegality of sexual harassment;

- (1) The definition of sexual harassment under state law;
- (2) A description of sexual harassment, utilizing examples;
- (3) The contractor/ subcontractor's internal complaint process, including penalties;
- (4) The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (5) Directions on how to contact the Department and the Commission; and
- (6) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the owner or the architect on request.

# 12. EMPLOYMENT AND PREYAILING WAGE RATES

It is hereby stipulated that the Contractor shall pay, and that all laborers, workers and mechanics performing work under this Contract shall be paid, not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this contract to all laborers, workers, and mechanics performing work under this Contract, and that Contractor and all subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out work under this Contract. All bonds provided by the Contractor under the terms of Section 11.4.1 of

• The District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers and employees should be named as an additional insured

Workers Compensation Coverage

- Statutory limits
- Employers Liability Limits of \$1,000,000/\$1,000,000/\$1,000,000

Umbrella or Excess Liability

- \$5,000,000 Per Occurrence
- \$5,000,000 General Aggregate

Above coverages shall be from a company authorized to do business in Illinois and with at least an "A VII" rating from A.M. Best Company

The contractor shall have the following obligations with regard to insurance coverage for the work under this Contract.

- A. All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- B. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.
- C. Under no circumstances shall Bloom High School District 206 be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - 1. Allowing work by Contractor or any subcontractor of any tier to start before receipt of certificates of insurance
  - 2. Failure to examine, or to demand correction of any deficiency, of any certificate of insurance received
- D. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by Bloom High School District #206, Chicago Heights, Illinois in excess of policy limits or not covered by the policies purchased. The Contractor shall notify District 206, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
- E. The Contractor shall provide insurance in compliance with a best insurance rating of A, 8 or better.

Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.

18. Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS) 1 et seg.). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

19. The successful bidder must enter into the agreement in the form included in the Bid Document.

20. The successful bidder, as mandated by the Prevailing Wage Act, must submit with all invoices and or pay requests a monthly certified payroll to District 206, accompanied by a certification that the records are true and accurate, the hourly rate paid to each worker is no less than the applicable prevailing wage, and that the contractor is aware that knowingly filing a false certified payroll is a Class B misdemeanor. Also, in accordance with the Prevailing Wage Act any contractor or sub-contractor, or agent or representative thereof, doing public work who neglects to keep, or cause to be kept, an accurate record of the names, occupation and actual wages paid to each laborer, worker, and mechanic employed by him, in connection with the public work, or who refuses to allow access to same at any reasonable hour to any person authorized to inspect same under this act is guilty of a Class A misdemeanor, which has a penalty of imprisonment for up to one year.

Refer to Paint Schedule at the end of this section. If the Contractor proposes to use paint other than specified in the Paint Schedule, the Contractor shall submit product specifications to Richard Whitman, Director of Buildings and Grounds, conduct a test for adhesion and compatibility with existing paint, and obtain written approval by Richard Whitman, Director of Buildings and Grounds, that the test area has been inspected and meets all the requirements of these specifications.

#### 4. FIELD CONDITIONS

Apply paints and finishes only when temperature of surfaces to be painted and ambient air temperatures are between 50°F and 95°F. Do not apply product when relative humidity exceeds 85 percent; at temperatures less than 5 deg above dew point; or to damp or wet surfaces.

#### 5. SCAFFOLDING

The Contractor shall furnish his own ladders, planks, staging, scissor lift, ropes, etc., for the proper execution of his work, and erect and place same in such a manner as not to interfere with normal school operations. Upon completion of his work, he shall dismantle and remove all scaffolding equipment from the jobsite.

#### 6. STORAGE

All materials used on the job shall be stored in a place designated by Richard Whitman, Director of Buildings and Grounds. Such storage place shall be kept neat and clean, and all damage thereto, or its surroundings shall be made good by the Contractor. Any oily rags, waste, etc., shall be removed from the building every night and every precaution must be taken to avoid danger of fire. Store materials not in use in tightly covered containers. Maintain containers in clean condition, free of foreign materials and residue.

#### 7. SITE PROTECTION AND CLEANUP

Properly protect all surfaces from wear and tear from carts, tools, paint applications, and other work uses. Remove splattered paint by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces. Leave all work areas in a broom swept manner or better.

#### 8. SURFACEPREPARATION

#### A. General:

- 1. Perform all preparation, including patching, and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified for each substrate condition.
- 2. District 206 employees will remove and replace anything hanging on surfaces, such as signs, logos, etc.
- 3. The contractor will remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place and not to be finished painted or provide surface protection prior to

and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and, if necessary, strain the material before using.

#### D. Stripping:

- Employ a party specializing in such work
- Use environmentally safe water-soluble chemical paint stripper
- Close off to traffic and protect all surrounding construction
- Provide ventilation
- Use in exact accordance with manufacturer's directions
- Thoroughly rinse and remove residue
- Legally dispose of waste

#### 8. APPLICATION

#### A. General:

- Apply paint in accordance with the manufacturer's directions;
- Use applicators and techniques best suited for the type of material being applied
- Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.
- Apply paints and finishes to produce surface films without cloudiness, spotting, laps, brush marks, roller tracking, or other surface imperfections.
- Cut in sharp lines and color breaks.

# B. Minimum Coating Thickness:

Apply each material at not less than the manufacturer's recommended spreading rate.

#### a. Prime Coat:

Apply a prime coat to surface, which is to be painted or finished, and which has not been prime coated by others.

Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn through or other defects due to insufficient sealing.

Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.

# b. Pigmented (Opaque) Finishes:

Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections are unacceptable.

Transparent (Clear) Finishes
 Use multiple coats to produce glass smooth surface film of even luster.
 Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks,

Maps are part of this specification and will be available with bid documents. There will be only one contractor selected for all work scheduled to be completed during the summer of 2024. The successful Contractor will be determined based on the lowest cost total of all items selected to be painted.

The undersigned, having carefully examined the Contract Documents, all data having been made available, having visited the site of the work and having become fully informed as to all existent conditions and limitations, including the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the work to be performed, hereby propose to perform everything required to be performed, and to provide all the labor, materials, necessary tools, expendable equipment, all applicable taxes and fees and bonds, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the entire work in accordance with the contract documents contained herein.

#### 5. REJECTION AND WITHDRAWAL OF BID

In submitting this bid, it is understood the right is reserved by the owner to reject any and all bids and to waive any informalities in bidding. It is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

All questions regarding this bid shall be directed to Richard Whitman at rwhitman@sd206.org.

WE, THE UNDERSIGNED, SUBMIT THE ABOVE PRICE QUOTATIONS AS FIRM BIDS TO THE BUSINESS OFFICE OF BLOOM TOWNSHIP HIGH SCHOOL DISTRICT 206 WITH THE UNDERSTANDING THAT SAID BUSINESS OFFICE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. PRICES SHALL INCLUDE FREIGHT OR CARTAGE FOR SUCH DELIVERY TO OUR BUILDINGS OR OTHER DESIGNATED AREAS AS SPECIFIED.

BIDDER (Individual Completing Bid)
BY: (Signature)
TITI F





