

SECTION 00 41 13 – BID PROPOSAL

PROJECT

Champaign County - Circuit Clerk Carpet Replacement
101 E Main Street
Urbana, IL 61801

Proposal Date: 3/31/2022

To: Champaign County Administrative Services
1776 E Washington
Urbana, IL 61802

Attn: Mr. Dana Brenner

Proposal Submitted By:

Bidder: TSI COMMERCIAL FLOOR COVERING

Business Address: 3611 N. Staley Rd Champaign, IL

Telephone: 217-328-7321

THE BIDDER'S PROPOSAL

1.0 RECEIPT OF ADDENDA:

1.1 I/We, the undersigned, acknowledge receipt of the following addenda:

N/A Dated _____ # _____ Dated _____
_____ Dated _____ # _____ Dated _____

2.0 EXAMINATION OF THE PROJECT SITE AND DOCUMENTS

2.1 I/We, the undersigned, have visited the site and have thoroughly familiarized myself/ourselves with the local conditions affecting the cost of the Work, the Bidding Documents entitled **Champaign County Circuit Clerk Carpet Replacement**, 101 E Main Street Urbana, IL 61801, prepared by IGW Architecture, including the agreement forms, the General Conditions, the specifications and the drawings; this proposal (if and as accepted by the Owner), the bidding instructions which are hereby incorporated into this proposal, and all addenda thereto.

3.0 PROPOSED PRICES

3.1 I/We, the undersigned, hereby propose to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the Contract Documents, the General Work bid upon herein for compensation in accordance with the following prices:

3.2 General Work

A. Base Bid: Remove existing floor finishes, skimcoat existing concrete slab, install carpet tiles and provide and install transitions as shown and specified in the construction documents.

All Base Bid Work for the fixed sum of:

Thirty Nine Thousand Three Hundred Dollars

(\$ 39,300.00).

4.0 COMPLETION TIME

4.1 The undersigned bidder for Contract Division I (General) Work hereby agrees that, if awarded a contract for the work bid for herein, he will start the work under the contract on May 30, 2022 and that he will conduct the work at the building site in a manner consistent with progress schedule approved by the Owner.

6.0 CONTRACTOR'S FEES FOR CHANGES IN THE WORK

6.1 Lump Sum or Time and Material Changes: The undersigned agrees that the following percentages for overhead and profit shall be added to job costs for the net amount of work added to or deleted from the contract by written change orders approved by the Architect/Engineer and the Owner in accordance with Article 7 of The General Conditions:

A. Add to itemized costs for added Work to be performed by:

- 1) His own forces: 15% 2) His subcontractors: 5%

B. Add to itemized costs for credit for deleted Work to have been performed by:

- 1) His own forces: 5% 2) His subcontractors: 0%

Note: Insurance, bond and taxes are considered as job cost items and are not included in the percentages listed above.

7.0 BID DEPOSIT

7.1 A bid deposit is enclosed herewith in the form of a bid bond or bank draft in current U.S. Funds made payable to Champaign County Board. The enclosed bid deposit is in the amount of 10% of the Base Bid.

7.2 I/We, the undersigned, further agree that the enclosed bid deposit is the measure of liquidated damages which said public corporation will sustain and that the proceeds thereof shall become the property of said public corporation if for any reason the undersigned:

A. Withdraws his bid or proposal after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to Owner and a satisfactory performance and payment bond has been furnished to Owner whether or not the undersigned at the time of such withdrawal has been designated as the successful bidder; or,

B. Fails to properly execute, furnish, and deliver to the Owner both (1) the written agreement formally evidencing the contract and (2) the performance and payment bond required by the contract documents

within fifteen (15) days after receiving the written notice of award and the above-mentioned documents from the Owner.

- 7.3 The undersigned agrees that withdrawal of this bid or proposal, or failure to sign the agreement or furnish a satisfactory performance and payment bond within the times hereinabove set forth shall automatically bar undersigned from any further consideration and terminate any and all rights undersigned may have acquired in, by, or through this bid or proposal.
- 7.4 The undersigned further agrees that the Owner shall have the right to retain the bid deposit for a period of 45 days from the date of opening the bids if the undersigned is one of the two lowest bidders in his division of work and he does guarantee the proposed prices set down hereinabove to be firm for the same 45 days. If the undersigned is not one of the two lowest bidders in his Contract division, the bid deposit shall be retained for a period of seven days from the date of opening of the bids. At the expiration of said time, or earlier at option of Owner, said bid deposit shall be returned to the undersigned, unless said bid deposit has become the property of the owner as liquidated damages for one of the reasons stipulated above.

TYPE OF BUSINESS ORGANIZATION

- Sole Proprietorship
- Partnership
- Corporation

CORPORATE SEAL

BIDDER'S SIGNATURES

Firm Name TSI COMMERCIAL FLOOR COVERING

Address 3611 N. Staley Rd Champaign, IL

By 

Title VP of Operations

By _____

Title _____

*Bidder's agents shall attach evidence of their authority to sign.

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Commercial Floor Covering, Inc.
dba TSI Commercial Floor Covering
3611 N. Staley Road
Champaign, IL 61822

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd.
FRAP Solutions
Columbus, OH 43215

OWNER:

(Name, legal status and address) Champaign County Board
1776 E. Washington Street
Urbana, IL 61802

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of the Amount Bid

(\$ 10% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)


Champaign County - Circuit Clerk Office Carpet Replacement, 101 E. Main Street, Urbana, IL

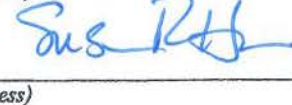
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

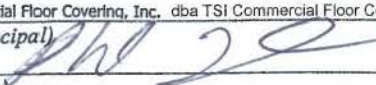
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of March 2022


(Witness)


(Witness)

Commercial Floor Covering, Inc. dba TSI Commercial Floor Covering
(Principal)  (Seal)

Nationwide Mutual Insurance Company
(Surety)  (Seal)


(Title) Jason D. Cromwell
Attorney-in-Fact

Int.

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041110

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BROOK T SMITH; DEBORAH S NEICHTER; JAMES H MARTIN; JAMES T SMITH; JASON D CROMWELL; MICHELE D LACROSSE; RAYMOND M HUNDLEY;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of March, 2022.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

