



DATE: September 5, 2019

FROM: Wight & Company  
2500 N. Frontage Road  
Darien, IL 60561

Wight & Company

wightco.com

.....  
2500 North Frontage Road

Darien, IL 60561

.....  
P 630.969.7000

F 630.969.7979

SUBJECT: **ADDENDUM #1 TO THE BIDDING DOCUMENTS FOR:  
NORTH & SOUTH HIGH SCHOOL BID GROUP #5 Phase B**  
MASTER FACILITY PLAN IMPLEMENTATION  
COMMUNITY HIGH SCHOOL DISTRICT 99  
NORTH HIGH SCHOOL  
4436 MAIN STREET  
DOWNERS GROVE, IL 60516  
SOUTH HIGH SCHOOL  
1436 NORFOLK STREET  
DOWNERS GROVE, IL 60516

This addendum forms a part of the Bidding Contract Documents, dated September 5, 2019. Bidders must acknowledge receipt of this Addendum in the space provided on the Bid Form.

**Bid Forms:**

- Bid Package #61 - Demolition/Tree Removal-**North & South High School**
- Bid Package #62 - Excavation & Site Utilities - **North & South High School**
- Bid Package #63 – Concrete - **North & South High School**
- Bid Package #64 – Masonry - **North & South High School**
- Bid Package #65 – General Trades - **North & South High School**
- Bid Package #66 – Plumbing - **North & South High School**
- Bid Package #67 – HVAC - **North & South High School**
- Bid Package #68 – Electrical- **North & South High School**
- Bid Package #69 – Low Voltage/Audio Visual - **North & South High School**

**Scope of work:**

- BG5 BP#61- Demolition/Tree Removal-**North & South High School**
- BG5 BP#62- Excavation & Site Utilities - **North & South High School**
- BG5 BP#63- Concrete - **North & South High School**
- BG5 BP#64- Masonry - **North & South High School**
- BG5 BP#65- General Trades - **North & South High School**
- BG5 BP#66- Plumbing - **North & South High School**
- BG5 BP#67- HVAC - **North & South High School**
- BG5 BP#68- Electrical- **North & South High School**
- BG#5 BP#69 -Low Voltage/Audio Visual - **North & South High School**

**Construction Schedule North Squad Room & South Squad Room-attached**

- I. Clarifications-None**
- II. Specifications-None**
- III. Drawings-None**

END OF ADDENDUM

BID DATE: September 17<sup>th</sup>, 2019 at 1:00 p.m. (CST)  
(as date/time stamped by District 99's Receptionist)

BID TO: Community High School District 99  
Administrative Center  
6301 Springside Avenue  
Downers Grove, IL 60516

RECEIVED BY:

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: ***Bid Group 5 Bid Package #61– Demolition/Tree Removal North & South High School Phase B***

**North High School**  
4436 Main Street  
Downers Grove, IL 60515

**South High School**  
1436 Norfolk Street  
Downers Grove, IL 60516

***It is required to have one original and one copy of your bid form.***

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, Wight & Company, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction. This schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

**Contractor to provide all Trade Contract work referenced in:**

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

**BASE BID**

**TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**BASE BID**

**TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR **shall include an allowance of \$5,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

**BONDS:**

This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**Award Basis:**

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner and Construction Manager alternate's may be considered to find the most qualified bidder if the result of combining the base bid and the selected alternate(s) is the most qualified bid, and is to the benefit of the owner.

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

**Owner Requested Alternates:**

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates.

**Proposed Alternates:** (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Owner Requested Unit Prices/Allowances (as applicable to this Trade Contractor's scope of work) (additive or deductive).**

This trade contractor includes \_\_\_\_\_ dumpsters for all refuse caused by this trade contractor's work

in the amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) Note: trade contractors are to include in their bid form submittal the quantity of dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by

change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY.** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**SURETY.** I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE.** The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00361 - BID FORM

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00361 - BID FORM

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this \_\_\_\_\_ day \_\_\_\_\_, 2013

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Title)

(CORPORATE SEAL)

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

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**NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

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**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION  
AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, \_\_\_\_\_ the individual whose signature appears below on this bid/contract  
for \_\_\_\_\_ hereby certify that the bidding  
party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or  
Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

DATE: \_\_\_\_\_

**SEXUAL HARASSMENT POLICY**

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00361 - BID FORM

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ to Community High School District No. 00, hereby  
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-  
105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for  
\_\_\_\_\_ which has submitted a proposal to Community  
High School District No. 99 for

\_\_\_\_\_ and I hereby certify that  
\_\_\_\_\_ is not delinquent in the payment of any tax administered by the  
Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE REGARDING**

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC



**PREVAILING WAGE AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and any other amendments effective thereafter)". We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.  
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for  
Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding  
on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

**Criminal Background Investigation**

The undersigned hereby authorizes in Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: \_\_\_\_\_  
(Signature of Applicant of Employee)

\_\_\_\_\_  
(Printed or Typed Name of Applicant Employee)

Date: \_\_\_\_\_

**BUSINESS CLASSIFICATION**

a) **Business Entity (check one)**

Corporation (Publicly held)\*     Not-for-Profit\*     Government Agency/Public Institution\*  
 Corporation (Privately held)     Partnership     Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

b) **Business Ownership (check one)** If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned     Woman Owned  
Small Business:     Male Owned     Woman Owned

**BUSINESS DEFINITIONS**

**Small Business Concern** - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

**Small Disadvantaged or Minority Business Concern** - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

**Woman-Owned Business** - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

c) **Race/Ethnicity of Ownership (check one)** based on definitions below.

Black     Asian/Pacific or Asian/Indian     Caucasian  
 Hispanic     Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

**ETHNIC GROUP DEFINITIONS**

**Black Americans:** United States citizens whose origins are in any of the Black racial groups of Africa.

**Hispanic Americans:** United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Central or Central America.

**Native Americans:** United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.

**Asian Pacific/Asian Indian Americans:** United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION 00301**

BID DATE: September 17<sup>th</sup>, 2019 at 1:00 p.m. (CST)  
(as date/time stamped by District 99's Receptionist)

BID TO: Community High School District 99  
Administrative Center  
6301 Springside Avenue  
Downers Grove, IL 60516

RECEIVED BY:

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: ***Bid Group 5 Bid Package #62– Excavation & Site Utilities North & South High School Phase B***

**North High School**  
4436 Main Street  
Downers Grove, IL 60515

**South High School**  
1436 Norfolk Street  
Downers Grove, IL 60516

***It is required to have one original and one copy of your bid form.***

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, Wight & Company, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction. This schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

**Contractor to provide all Trade Contract work referenced in:**

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

**BASE BID**

**TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**BASE BID**

**TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR **shall include an allowance of \$10,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

BONDS:

This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner and Construction Manager alternate's may be considered to find the most qualified bidder if the result of combining the base bid and the selected alternate(s) is the most qualified bid, and is to the benefit of the owner.

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Alternates:

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates.

Proposed Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Owner Requested Unit Prices/Allowances (as applicable to this Trade Contractor's scope of work) (additive or deductive).

This trade contractor includes \_\_\_\_\_ dumpsters for all refuse caused by this trade contractor's work in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) Note: trade contractors are to include in their bid form submittal the quantity of



dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY.** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**SURETY.** I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE.** The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00362 - BID FORM

approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00362 - BID FORM

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this \_\_\_\_\_ day \_\_\_\_\_, 2013

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

(CORPORATE SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

---

**NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

---

**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION  
AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, \_\_\_\_\_ the individual whose signature appears below on this bid/contract  
for \_\_\_\_\_ hereby certify that the bidding  
party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or  
Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

DATE: \_\_\_\_\_

**SEXUAL HARASSMENT POLICY**

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00362 - BID FORM

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ to Community High School District No. 00, hereby  
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-  
105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for  
\_\_\_\_\_ which has submitted a proposal to Community  
High School District No. 99 for

\_\_\_\_\_ and I hereby certify that  
\_\_\_\_\_ is not delinquent in the payment of any tax administered by the  
Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE REGARDING**

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and any other amendments effective thereafter)". We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.  
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for  
Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding  
on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

**Criminal Background Investigation**

The undersigned hereby authorizes in Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: \_\_\_\_\_  
(Signature of Applicant of Employee)

\_\_\_\_\_  
(Printed or Typed Name of Applicant Employee)

Date: \_\_\_\_\_

**BUSINESS CLASSIFICATION**

**a) Business Entity (check one)**

Corporation (Publicly held)\*     Not-for-Profit\*     Government Agency/Public Institution\*  
 Corporation (Privately held)     Partnership     Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

**b) Business Ownership (check one)** If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned     Woman Owned  
Small Business:     Male Owned     Woman Owned

**BUSINESS DEFINITIONS**

**Small Business Concern** - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

**Small Disadvantaged or Minority Business Concern** - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

**Woman-Owned Business** - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

**c) Race/Ethnicity of Ownership (check one)** based on definitions below.

Black     Asian/Pacific or Asian/Indian     Caucasian  
 Hispanic     Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

**ETHNIC GROUP DEFINITIONS**

**Black Americans:** United States citizens whose origins are in any of the Black racial groups of Africa.

**Hispanic Americans:** United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Central or Central America.

**Native Americans:** United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.

**Asian Pacific/Asian Indian Americans:** United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION 00301**



BID DATE: September 17<sup>th</sup>, 2019 at 1:00 p.m. (CST)  
(as date/time stamped by District 99's Receptionist)

BID TO: Community High School District 99  
Administrative Center  
6301 Springside Avenue  
Downers Grove, IL 60516

RECEIVED BY:

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: ***Bid Group 5 Bid Package #63– Concrete Utilities North & South High School Phase B***

**North High School**  
4436 Main Street  
Downers Grove, IL 60515

**South High School**  
1436 Norfolk Street  
Downers Grove, IL 60516

***It is required to have one original and one copy of your bid form.***

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, Wight & Company, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction. This schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

**Contractor to provide all Trade Contract work referenced in:**

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

**BASE BID**

**TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**BASE BID**

**TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR **shall include an allowance of \$10,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

**BONDS:**

This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**Award Basis:**

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner and Construction Manager alternate's may be considered to find the most qualified bidder if the result of combining the base bid and the selected alternate(s) is the most qualified bid, and is to the benefit of the owner.

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

**Owner Requested Alternates:**

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates.

**Proposed Alternates:** (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Owner Requested Unit Prices/Allowances (as applicable to this Trade Contractor's scope of work) (additive or deductive).**

This trade contractor includes \_\_\_\_\_ dumpsters for all refuse caused by this trade contractor's work in the amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) Note: trade contractors are to include in their bid form submittal the quantity of dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess

of that proposed by this Trade Contractor will be adjusted by back charge.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY.** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**SURETY.** I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE.** The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00363 - BID FORM

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00363 - BID FORM

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this \_\_\_\_\_ day \_\_\_\_\_, 2013

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

(CORPORATE SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

---

**NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

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**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION  
AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, \_\_\_\_\_ the individual whose signature appears below on this bid/contract  
for \_\_\_\_\_ hereby certify that the bidding  
party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or  
Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

DATE: \_\_\_\_\_

**SEXUAL HARASSMENT POLICY**

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00363 - BID FORM

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ to Community High School District No. 00, hereby  
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-  
105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for  
\_\_\_\_\_ which has submitted a proposal to Community  
High School District No. 99 for

\_\_\_\_\_ and I hereby certify that  
\_\_\_\_\_ is not delinquent in the payment of any tax administered by the  
Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE REGARDING**

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and any other amendments effective thereafter)". We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.  
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for  
Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding  
on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC



**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

**Criminal Background Investigation**

The undersigned hereby authorizes in Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: \_\_\_\_\_  
(Signature of Applicant of Employee)

\_\_\_\_\_  
(Printed or Typed Name of Applicant Employee)

Date: \_\_\_\_\_

**BUSINESS CLASSIFICATION**

**a) Business Entity (check one)**

Corporation (Publicly held)\*     Not-for-Profit\*     Government Agency/Public Institution\*  
 Corporation (Privately held)     Partnership     Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

**b) Business Ownership (check one)** If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned     Woman Owned  
Small Business:     Male Owned     Woman Owned

**BUSINESS DEFINITIONS**

**Small Business Concern** - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

**Small Disadvantaged or Minority Business Concern** - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

**Woman-Owned Business** - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

**c) Race/Ethnicity of Ownership (check one)** based on definitions below.

Black     Asian/Pacific or Asian/Indian     Caucasian  
 Hispanic     Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

**ETHNIC GROUP DEFINITIONS**

**Black Americans:** United States citizens whose origins are in any of the Black racial groups of Africa.  
**Hispanic Americans:** United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Central or Central America.  
**Native Americans:** United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.  
**Asian Pacific/Asian Indian Americans:** United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION 00301**

BID DATE: September 17<sup>th</sup>, 2019 at 1:00 p.m. (CST)  
(as date/time stamped by District 99's Receptionist)

BID TO: Community High School District 99  
Administrative Center  
6301 Springside Avenue  
Downers Grove, IL 60516

RECEIVED BY:

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: ***Bid Group 5 Bid Package #64– Masonry Utilities North & South High School  
Phase B***

**North High School**  
4436 Main Street  
Downers Grove, IL 60515

**South High School**  
1436 Norfolk Street  
Downers Grove, IL 60516

***It is required to have one original and one copy of your bid form.***

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, Wight & Company, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction. This schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

**Contractor to provide all Trade Contract work referenced in:**

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

**BASE BID**

**TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**BASE BID**

**TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN**

Dollars (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR **shall include an allowance of \$5,000.00 in their base bid** to account for any unforeseen conditions and miscellaneous masonry items. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

BONDS:

This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner and Construction Manager alternate's may be considered to find the most qualified bidder if the result of combining the base bid and the selected alternate(s) is the most qualified bid, and is to the benefit of the owner.

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Alternates:

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates.

Proposed Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Owner Requested Unit Prices/Allowances (as applicable to this Trade Contractor's scope of work) (additive or deductive).

This trade contractor includes \_\_\_\_\_ dumpsters for all refuse caused by this trade contractor's work in the amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) Note: trade contractors are to include in their bid form submittal the quantity of dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess

of that proposed by this Trade Contractor will be adjusted by back charge.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00364 - BID FORM

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.



DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00364 - BID FORM

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this \_\_\_\_\_ day \_\_\_\_\_, 2013

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

(CORPORATE SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)      (FAX)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

---

**NOTE:      All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

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**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION  
AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, \_\_\_\_\_ the individual whose signature appears below on this bid/contract  
for \_\_\_\_\_ hereby certify that the bidding  
party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or  
Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

DATE: \_\_\_\_\_

**SEXUAL HARASSMENT POLICY**

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00364 - BID FORM

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ to Community High School District No. 00, hereby  
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-  
105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for  
\_\_\_\_\_ which has submitted a proposal to Community  
High School District No. 99 for

\_\_\_\_\_ and I hereby certify that  
\_\_\_\_\_ is not delinquent in the payment of any tax administered by the  
Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE REGARDING**



**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and any other amendments effective thereafter)". We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.  
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for  
Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding  
on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

**Criminal Background Investigation**

The undersigned hereby authorizes in Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: \_\_\_\_\_  
(Signature of Applicant of Employee)

\_\_\_\_\_  
(Printed or Typed Name of Applicant Employee)

Date: \_\_\_\_\_

**BUSINESS CLASSIFICATION**

**a) Business Entity (check one)**

Corporation (Publicly held)\*     Not-for-Profit\*     Government Agency/Public Institution\*  
 Corporation (Privately held)     Partnership     Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

**b) Business Ownership (check one)** If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned     Woman Owned  
Small Business:     Male Owned     Woman Owned

**BUSINESS DEFINITIONS**

**Small Business Concern** - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

**Small Disadvantaged or Minority Business Concern** - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

**Woman-Owned Business** - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

**c) Race/Ethnicity of Ownership (check one)** based on definitions below.

Black     Asian/Pacific or Asian/Indian     Caucasian  
 Hispanic     Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

**ETHNIC GROUP DEFINITIONS**

**Black Americans:** United States citizens whose origins are in any of the Black racial groups of Africa.  
**Hispanic Americans:** United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Central or Central America.  
**Native Americans:** United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.  
**Asian Pacific/Asian Indian Americans:** United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION 00301**

BID DATE: September 17<sup>th</sup>, 2019 at 1:00 p.m. (CST)  
(as date/time stamped by District 99's Receptionist)

BID TO: Community High School District 99  
Administrative Center  
6301 Springside Avenue  
Downers Grove, IL 60516

RECEIVED BY:

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: ***Bid Group 5 Bid Package #65– General Trades Utilities North & South High School Phase B***

**North High School**  
4436 Main Street  
Downers Grove, IL 60515

**South High School**  
1436 Norfolk Street  
Downers Grove, IL 60516

***It is required to have one original and one copy of your bid form.***

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, Wight & Company, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction. This schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

**Contractor to provide all Trade Contract work referenced in:**

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

**BASE BID**

**TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )



**BASE BID**

**TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN**

Dollars (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR **shall include an allowance of \$20,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

**BONDS:**

This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**Award Basis:**

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner and Construction Manager alternate's may be considered to find the most qualified bidder if the result of combining the base bid and the selected alternate(s) is the most qualified bid, and is to the benefit of the owner.

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

**Owner Requested Alternates:**

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates.

**Proposed Alternates:** (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Owner Requested Unit Prices/Allowances (as applicable to this Trade Contractor's scope of work) (additive or deductive).**

This trade contractor includes \_\_\_\_\_ dumpsters for all refuse caused by this trade contractor's work

in the amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) Note: trade contractors are to include in their bid form submittal the quantity of dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by

change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY.** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**SURETY.** I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE.** The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00365 - BID FORM

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00365 - BID FORM

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this \_\_\_\_\_ day \_\_\_\_\_, 2013

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Title)

(CORPORATE SEAL)

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

---

**NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

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**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION  
AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, \_\_\_\_\_ the individual whose signature appears below on this bid/contract  
for \_\_\_\_\_ hereby certify that the bidding  
party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or  
Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

DATE: \_\_\_\_\_

**SEXUAL HARASSMENT POLICY**



DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00365 - BID FORM

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ to Community High School District No. 00, hereby  
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-  
105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for  
\_\_\_\_\_ which has submitted a proposal to Community  
High School District No. 99 for

\_\_\_\_\_ and I hereby certify that  
\_\_\_\_\_ is not delinquent in the payment of any tax administered by the  
Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE REGARDING**

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and any other amendments effective thereafter)". We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.  
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for  
Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding  
on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

**Criminal Background Investigation**

The undersigned hereby authorizes in Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: \_\_\_\_\_  
(Signature of Applicant of Employee)

\_\_\_\_\_  
(Printed or Typed Name of Applicant Employee)

Date: \_\_\_\_\_



**BUSINESS CLASSIFICATION**

**a) Business Entity (check one)**

Corporation (Publicly held)\*     Not-for-Profit\*     Government Agency/Public Institution\*  
 Corporation (Privately held)     Partnership     Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

**b) Business Ownership (check one)** If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned     Woman Owned  
Small Business:     Male Owned     Woman Owned

**BUSINESS DEFINITIONS**

**Small Business Concern** - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

**Small Disadvantaged or Minority Business Concern** - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

**Woman-Owned Business** - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

**c) Race/Ethnicity of Ownership (check one)** based on definitions below.

Black     Asian/Pacific or Asian/Indian     Caucasian  
 Hispanic     Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

**ETHNIC GROUP DEFINITIONS**

**Black Americans:** United States citizens whose origins are in any of the Black racial groups of Africa.

**Hispanic Americans:** United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Central or Central America.

**Native Americans:** United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.

**Asian Pacific/Asian Indian Americans:** United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION 00301**

BID DATE: September 17<sup>th</sup>, 2019 at 1:00 p.m. (CST)  
(as date/time stamped by District 99's Receptionist)

BID TO: Community High School District 99  
Administrative Center  
6301 Springside Avenue  
Downers Grove, IL 60516

RECEIVED BY:

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: ***Bid Group 5 Bid Package #66– Plumbing North & South High School  
Phase B***

**North High School**  
4436 Main Street  
Downers Grove, IL 60515

**South High School**  
1436 Norfolk Street  
Downers Grove, IL 60516

***It is required to have one original and one copy of your bid form.***

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, Wight & Company, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction. This schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

**Contractor to provide all Trade Contract work referenced in:**

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

**BASE BID**

**TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**BASE BID**

**TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR **shall include an allowance of \$10,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

**BONDS:**

This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**Award Basis:**

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner and Construction Manager alternate's may be considered to find the most qualified bidder if the result of combining the base bid and the selected alternate(s) is the most qualified bid, and is to the benefit of the owner.

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

**Owner Requested Alternates:**

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates.

**Proposed Alternates:** (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Owner Requested Unit Prices/Allowances (as applicable to this Trade Contractor's scope of work) (additive or deductive).**

This trade contractor includes \_\_\_\_\_ dumpsters for all refuse caused by this trade contractor's work

in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) Note: trade contractors are to include in their bid form submittal the quantity of dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by

change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY.** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**SURETY.** I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE.** The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00366 - BID FORM

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00366 - BID FORM

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this \_\_\_\_\_ day \_\_\_\_\_, 2013

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

(CORPORATE SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013

---

**NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

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**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC



**CRIMINAL CODE CERTIFICATION  
AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, \_\_\_\_\_ the individual whose signature appears below on this bid/contract  
for \_\_\_\_\_ hereby certify that the bidding  
party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or  
Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

DATE: \_\_\_\_\_

**SEXUAL HARASSMENT POLICY**

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00366 - BID FORM

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ to Community High School District No. 00, hereby  
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-  
105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for  
\_\_\_\_\_ which has submitted a proposal to Community  
High School District No. 99 for

\_\_\_\_\_ and I hereby certify that  
\_\_\_\_\_ is not delinquent in the payment of any tax administered by the  
Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE REGARDING**

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and any other amendments effective thereafter)". We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC



**NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.  
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for  
Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding  
on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

**Criminal Background Investigation**

The undersigned hereby authorizes in Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: \_\_\_\_\_  
(Signature of Applicant of Employee)

\_\_\_\_\_  
(Printed or Typed Name of Applicant Employee)

Date: \_\_\_\_\_

**BUSINESS CLASSIFICATION**

**a) Business Entity (check one)**

Corporation (Publicly held)\*     Not-for-Profit\*     Government Agency/Public Institution\*  
 Corporation (Privately held)     Partnership     Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

**b) Business Ownership (check one)** If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned     Woman Owned  
Small Business:     Male Owned     Woman Owned

**BUSINESS DEFINITIONS**

**Small Business Concern** - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

**Small Disadvantaged or Minority Business Concern** - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

**Woman-Owned Business** - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

**c) Race/Ethnicity of Ownership (check one)** based on definitions below.

Black     Asian/Pacific or Asian/Indian     Caucasian  
 Hispanic     Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

**ETHNIC GROUP DEFINITIONS**

**Black Americans:** United States citizens whose origins are in any of the Black racial groups of Africa.  
**Hispanic Americans:** United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Central or Central America.  
**Native Americans:** United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.  
**Asian Pacific/Asian Indian Americans:** United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION 00301**

BID DATE: September 17<sup>th</sup>, 2019 at 1:00 p.m. (CST)  
(as date/time stamped by District 99's Receptionist)

BID TO: Community High School District 99  
Administrative Center  
6301 Springside Avenue  
Downers Grove, IL 60516

RECEIVED BY:

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: ***Bid Group 5 Bid Package #67– HVAC North & South High School  
Phase B***

**North High School**  
4436 Main Street  
Downers Grove, IL 60515

**South High School**  
1436 Norfolk Street  
Downers Grove, IL 60516

***It is required to have one original and one copy of your bid form.***

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, Wight & Company, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction. This schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

**Contractor to provide all Trade Contract work referenced in:**

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

**BASE BID**

**TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**BASE BID**

**TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR **shall include an allowance of \$10,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner and Construction Manager alternate’s may be considered to find the most qualified bidder if the result of combining the base bid and the selected alternate(s) is the most qualified bid, and is to the benefit of the owner.

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Alternates:

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates.

Proposed Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Owner Requested Unit Prices/Allowances (as applicable to this Trade Contractor’s scope of work) (additive or deductive).

This trade contractor includes \_\_\_\_\_ dumpsters for all refuse caused by this trade contractor’s work

in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) Note: trade contractors are to include in their bid form submittal the quantity of dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as

identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY.** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**SURETY.** I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE.** The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.



DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00367 - BID FORM

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00367 - BID FORM

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this \_\_\_\_\_ day \_\_\_\_\_, 2013

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

(CORPORATE SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

---

**NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

---

**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION  
AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, \_\_\_\_\_ the individual whose signature appears below on this bid/contract  
for \_\_\_\_\_ hereby certify that the bidding  
party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or  
Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

DATE: \_\_\_\_\_

**SEXUAL HARASSMENT POLICY**

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00367 - BID FORM

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ to Community High School District No. 00, hereby  
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-  
105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for  
\_\_\_\_\_ which has submitted a proposal to Community  
High School District No. 99 for

\_\_\_\_\_ and I hereby certify that  
\_\_\_\_\_ is not delinquent in the payment of any tax administered by the  
Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE REGARDING**

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and any other amendments effective thereafter)". We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.  
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for  
Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding  
on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

**Criminal Background Investigation**

The undersigned hereby authorizes in Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: \_\_\_\_\_  
(Signature of Applicant of Employee)

\_\_\_\_\_  
(Printed or Typed Name of Applicant Employee)

Date: \_\_\_\_\_

**BUSINESS CLASSIFICATION**

**a) Business Entity (check one)**

Corporation (Publicly held)\*     Not-for-Profit\*     Government Agency/Public Institution\*  
 Corporation (Privately held)     Partnership     Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

**b) Business Ownership (check one)** If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned     Woman Owned  
Small Business:     Male Owned     Woman Owned

**BUSINESS DEFINITIONS**

**Small Business Concern** - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

**Small Disadvantaged or Minority Business Concern** - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

**Woman-Owned Business** - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

**c) Race/Ethnicity of Ownership (check one)** based on definitions below.

Black     Asian/Pacific or Asian/Indian     Caucasian  
 Hispanic     Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

**ETHNIC GROUP DEFINITIONS**

**Black Americans:** United States citizens whose origins are in any of the Black racial groups of Africa.

**Hispanic Americans:** United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Central or Central America.

**Native Americans:** United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.

**Asian Pacific/Asian Indian Americans:** United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION 00301**

BID DATE: September 17<sup>th</sup>, 2019 at 1:00 p.m. (CST)  
(as date/time stamped by District 99's Receptionist)

BID TO: Community High School District 99  
Administrative Center  
6301 Springside Avenue  
Downers Grove, IL 60516

RECEIVED BY:

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: ***Bid Group 5 Bid Package #68– Electrical North & South High School  
Phase B***

**North High School**  
4436 Main Street  
Downers Grove, IL 60515

**South High School**  
1436 Norfolk Street  
Downers Grove, IL 60516

***It is required to have one original and one copy of your bid form.***

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, Wight & Company, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:



To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction. This schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

**Contractor to provide all Trade Contract work referenced in:**

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

**BASE BID**

**TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**BASE BID**

**TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

- 1. **Alt. Bid #1** - This TRADE CONTRACTOR shall provide an Alternate **ADD** to re-lamp and re-aim (2) existing fixtures at the two stadium light poles at DG North that are to remain as is per note 1 on e3.00S North Drawings.

**ADD** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

- 2. This TRADE CONTRACTOR shall include an allowance of **\$10,000.00 in their base bid** to account for any unforeseen conditions interior to building. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

**BONDS:**

This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner and Construction Manager alternate's may be considered to find the most qualified bidder if the result of combining the base bid and the selected alternate(s) is the most qualified bid, and is to the benefit of the owner.

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Alternates:

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates.

Proposed Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Owner Requested Unit Prices/Allowances (as applicable to this Trade Contractor's scope of work) (additive or deductive).

This trade contractor includes \_\_\_\_\_ dumpsters for all refuse caused by this trade contractor's work in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) Note: trade contractors are to include in their bid form submittal the quantity of dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00368 - BID FORM

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00368 - BID FORM

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this \_\_\_\_\_ day \_\_\_\_\_, 2013

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

(CORPORATE SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)      (FAX)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

---

**NOTE:      All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

---

**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION  
AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, \_\_\_\_\_ the individual whose signature appears below on this bid/contract  
for \_\_\_\_\_ hereby certify that the bidding  
party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or  
Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.



F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

DATE: \_\_\_\_\_

**SEXUAL HARASSMENT POLICY**

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00368 - BID FORM

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ to Community High School District No. 00, hereby  
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-  
105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for  
\_\_\_\_\_ which has submitted a proposal to Community  
High School District No. 99 for

\_\_\_\_\_ and I hereby certify that  
\_\_\_\_\_ is not delinquent in the payment of any tax administered by the  
Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE REGARDING**

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and any other amendments effective thereafter)". We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.  
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for  
Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding  
on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_



**Criminal Background Investigation**

The undersigned hereby authorizes in Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: \_\_\_\_\_  
(Signature of Applicant of Employee)

\_\_\_\_\_  
(Printed or Typed Name of Applicant Employee)

Date: \_\_\_\_\_

**BUSINESS CLASSIFICATION**

**a) Business Entity (check one)**

Corporation (Publicly held)\*     Not-for-Profit\*     Government Agency/Public Institution\*  
 Corporation (Privately held)     Partnership     Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

**b) Business Ownership (check one)** If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned     Woman Owned  
Small Business:     Male Owned     Woman Owned

**BUSINESS DEFINITIONS**

**Small Business Concern** - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

**Small Disadvantaged or Minority Business Concern** - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

**Woman-Owned Business** - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

**c) Race/Ethnicity of Ownership (check one)** based on definitions below.

Black     Asian/Pacific or Asian/Indian     Caucasian  
 Hispanic     Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

**ETHNIC GROUP DEFINITIONS**

**Black Americans:** United States citizens whose origins are in any of the Black racial groups of Africa.  
**Hispanic Americans:** United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Central or Central America.  
**Native Americans:** United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.  
**Asian Pacific/Asian Indian Americans:** United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION 00301**

BID DATE: September 17<sup>th</sup>, 2019 at 1:00 p.m. (CST)  
(as date/time stamped by District 99's Receptionist)

BID TO: Community High School District 99  
Administrative Center  
6301 Springside Avenue  
Downers Grove, IL 60516

RECEIVED BY:

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: ***Bid Group 5 Bid Package #69– Low Voltage/Audio Visual North & South High School Phase B***

**North High School**  
4436 Main Street  
Downers Grove, IL 60515

**South High School**  
1436 Norfolk Street  
Downers Grove, IL 60516

***It is required to have one original and one copy of your bid form.***

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, Wight & Company, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction. This schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

**Contractor to provide all Trade Contract work referenced in:**

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

**BASE BID**

**TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**BASE BID**

**TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**BONDS:**

This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**Award Basis:**

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner and Construction Manager alternate's may be considered to find the most qualified bidder if the result of combining the base bid and the selected alternate(s) is the most qualified bid, and is to the benefit of the owner.

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

**Owner Requested Alternates:**

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates.

**Proposed Alternates:** (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Owner Requested Unit Prices/Allowances (as applicable to this Trade Contractor's scope of work) (additive or deductive).**

This trade contractor includes \_\_\_\_\_ dumpsters for all refuse caused by this trade contractor's work in the amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) Note: trade contractors are to include in their bid form submittal the quantity of dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge.

**Owner Requested Scheduling Information:**

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as

identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY.** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**SURETY.** I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE.** The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00369 - BID FORM

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00369 - BID FORM

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this \_\_\_\_\_ day \_\_\_\_\_, 2013

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

(CORPORATE SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

---

**NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

---



**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION  
AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, \_\_\_\_\_ the individual whose signature appears below on this bid/contract  
for \_\_\_\_\_ hereby certify that the bidding  
party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or  
Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

DATE: \_\_\_\_\_

**SEXUAL HARASSMENT POLICY**

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00369 - BID FORM

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_ (Name of Contractor)  
\_\_\_\_\_ to Community High School District No. 00, hereby  
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-  
105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for  
\_\_\_\_\_ which has submitted a proposal to Community  
High School District No. 99 for

\_\_\_\_\_ and I hereby certify that  
\_\_\_\_\_ is not delinquent in the payment of any tax administered by the  
Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

By: \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE REGARDING**

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC



**PREVAILING WAGE AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990, and any other amendments effective thereafter)". We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.  
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for  
Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding  
on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

**Criminal Background Investigation**

The undersigned hereby authorizes in Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: \_\_\_\_\_  
(Signature of Applicant of Employee)

\_\_\_\_\_  
(Printed or Typed Name of Applicant Employee)

Date: \_\_\_\_\_

**BUSINESS CLASSIFICATION**

**a) Business Entity (check one)**

Corporation (Publicly held)\*     Not-for-Profit\*     Government Agency/Public Institution\*  
 Corporation (Privately held)     Partnership     Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

**b) Business Ownership (check one)** If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned     Woman Owned  
Small Business:     Male Owned     Woman Owned

**BUSINESS DEFINITIONS**

**Small Business Concern** - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

**Small Disadvantaged or Minority Business Concern** - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

**Woman-Owned Business** - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

**c) Race/Ethnicity of Ownership (check one)** based on definitions below.

Black     Asian/Pacific or Asian/Indian     Caucasian  
 Hispanic     Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

**ETHNIC GROUP DEFINITIONS**

**Black Americans:** United States citizens whose origins are in any of the Black racial groups of Africa.  
**Hispanic Americans:** United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Central or Central America.  
**Native Americans:** United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.  
**Asian Pacific/Asian Indian Americans:** United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION 00301**

**BG5 SQUAD ROOMS BP61 SCOPE OF WORK FOR DEMOLITION & TREE REMOVAL –  
NORTH & SOUTH HIGH SCHOOL**

**Scope – This TRADE CONTRACTOR's scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.**

1. This TRADE CONTRACTOR shall reference ALL General, Logistics Plan, Civil, Structural, and Architectural drawings in this Bid Group 5 as they relate to Demolition. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR's scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for performing all Selective Demolition and activities within the defined demolition work area as shown in the plans and specifications. **This TRADE CONTRACTOR shall furnish all required dumpsters to remove and legally dispose of any and all demolished materials off-site. Location of Dumpsters to be coordinated with CM.**

**NOTE: There is no know Asbestos materials in these bleacher structures.**

3. This TRADE CONTRACTOR shall be responsible for removing and legally disposing of ALL selective demolition material within the construction area of building including but not limited to all MEP materials scheduled to be removed per the plans and specifications. This TRADE CONTRACTOR shall be responsible for the following for **both North and South Schools: Reference C1.02 North and South.**
  - a. Complete removal of Home Bleacher Systems including Press Boxes, and all foundations.
  - b. Removal of All Trees as noted.
  - c. Removal of HMA, Concrete Sidewalks, Ramps, Stairs, ETC for Both Home and Visitor Bleacher areas at Both North and South. Stone is to remain and will be responsibility of the Excavation and Site Utility Contractor. This Trade Contractor is responsible for all sawcutting.
  - d. Removal of all Fencing as noted.

**NOTE: Removal of Field Light Pole per note 16 on DG North documents is NOT part of This Trade Contractors Scope of Work.**

**NOTE: The removal of storm structure is NOT part of the Trade Contractors Scope of Work.**

**NOTE: The partial removal of the visitor bleachers for both North and South is NOT part of this TRADE CONTRACTORS Scope of Work.**

**NOTE: At DG NORTH this TRADE CONTRACTOR shall include 4 large metal plates to cover the brick paver road just to the west of the demolished bleacher area to provide a driving route between Sherman Ave and the construction area. These plates are to remain for the duration of the project.**

4. This TRADE CONTRACTOR shall be responsible for protecting all interior items that are not part of scope; this includes but is not limited to: adjacent materials/items/fixtures/systems and substrates, and existing structural to remain. Any questions or clarifications regarding the extents of the demolition shall be directed to the construction manager prior to the time and date listed in the specification manual.

00300-1

- 5. This TRADE CONTRACTOR shall request, in advance, any and all disconnections required to be completed “by others” to the CONSTRUCTION MANAGER and necessary so as not to delay the project schedule.
- 6. This TRADE CONTRACTOR is **NOT** responsible for MEP disconnects, this will be completed by others and are NOT under this trade contractor’s scope of work.
- 7. This TRADE CONTRACTOR shall be responsible for acquiring all necessary Demolition Permits from AHJ (Authority Having Jurisdiction) i.e. DuPage County prior to beginning any demolition work. If permits are required this trade contractor shall acquire said permit(s) in a timely manner so as not to hold up any work in accordance with the overall construction schedule included in this specification manual.
- 8. This TRADE CONTRACTOR to provide sufficient equipment, material, skilled manpower, supervision and/or premium time/shift work (all without additional compensation) as may be required to complete the work of this Trade Contractor in accordance with the overall project schedule and durations.

**NOTE:** This TRADE CONTRACTOR needs to use water or other dust remediating techniques to minimize dust pollution in interior areas. Water connection is available on-site. This is especially important while removing the mud slab under the gym flooring and doing this while in compliance with OSHA Silica Standard.

- 9. This TRADE CONTRACTOR shall leave the site in a safe and orderly manner including barricades and effective deterrents from any and all possible dangers on a daily basis and at the conclusion of this trade contractor’s work

**ALLOWANCES, BOND, & ALTERNATES**

- 10. This TRADE CONTRACTOR **shall include an allowance of \$5,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
- 11. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions. For Each School.

**ACCEPTANCE**

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**



**Scope – This TRADE CONTRACTOR's scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.**

**BG5 BP62 SCOPE OF WORK FOR EXCAVATION & SITE UTILITIES –  
NORTH and SOUTH HIGH SCHOOL (SQUAD ROOMS)**

1. This TRADE CONTRACTOR shall reference ALL General, Logistics Plan, Civil, Structural, Architectural sheets included in this Bid Group 5 as they relate to Mass Grading, Excavation and Site Utilities This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this trade contractor's scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for furnishing all material, labor, supervision, layout and survey services associated with this work. Control points and CAD documents will be provided.
3. This TRADE CONTRACTOR shall be responsible for **all** grading, earth moving, re-spread, hauling, importing, excavation, backfill and compaction, rough grading and fine grading of base to **(+/- 0.1 foot or 1.2")** under sidewalks, asphalt,-building, pads, etc. as shown on the drawings and specifications to achieve the final working grade.
4. This TRADE CONTRACTOR shall be responsible for SITE UTILITIES including removal of existing storm structures and piping per key notes 5 and 6 on DG North Drawings.
5. This TRADE CONTACTOR is responsible for the stone removal under concrete walks and slabs. The Concrete and HMA Removal is by the DEMOLITION CONTRACTOR.

**NOTE: SCOPE of Work is limited to the area shown on C1.02 for both North and South.**

6. This TRADE CONTRACTOR shall be responsible for the cut, fill and compaction necessary to construct the slabs on grade and concrete and HMA walks.

**NOTE: Foundations for the Grandstand Bleachers are by Others. Per the project Schedule. The Demolition of existing Grandstand structures will be removed by the Demolition Contractor and then This TRADE CONTRACTOR will come in and build the Foundation Pad. The Bleacher Contractor will then come in and install Concrete Foundation and Erect the Grandstand Bleacher Systems. Once the Grandstands are erected all underground work will take place and Squad Rooms will be built out from there.**

**NOTE: This TRADE CONTRACTOR is responsible for the Infiltration Trenches, HMA Walks at DG North, Restoration of limestone Screenings under visitor bleachers at DG NORT, backfilling of all walks and Landscaping restoration of these areas.**

This TRADE CONTRACTOR shall be responsible for the furnish and install of the Compacted Granular Fill under all slab-on-grade installations including sidewalks and pavement, see structural and civil drawings for thickness and details for the Compacted Granular Fill.

**NOTE:** This Trade Contractor shall account for areas of thickened slabs, depressed slabs, grade beams, and shall be responsible for layout and excavation of those areas as

shown on the Structural Drawings. This TRADE CONTRACTOR shall account for areas of slab-on-grade elevation changes.

**NOTE:** This Trade Contractor is NOT responsible for the removal of spoils for the under-slab Plumbing and Electric, these trade contractors shall be responsible for their own excavation, backfill and spoil removal.

7. This TRADE CONTRACTOR shall be responsible for topsoil and/or non-topsoil stockpiling, hauling, importing, and management/maintenance thereof for all excavation spoils-(including re-spreading of topsoil and/or non-topsoil). This TRADE CONTRACTOR shall be responsible for all removal and legal off-site disposal of all spoils and debris, which corresponds to this TRADE CONTRACTOR'S scope of work. Stockpile locations must be in designated areas per the Logistics Plan and civil drawings.
8. This TRADE CONTRACTOR shall provide a minimum of 4" of topsoil to all areas that are to be restored to a vegetative condition. Topsoil to be installed per project specifications and standards.

**NOTE:** Top 2" of topsoil to be free from lumps, stones or foreign matter larger than ½" diameter.

9. This TRADE CONTRACTOR shall be responsible for installation, maintenance, and removal of all sediment and erosion control items required for their work only as indicated on the drawings and/or as required per codes or local authorities. This TRADE CONTRACTOR shall provide silt screen over all inlets to prevent clogging of underground piping. Silt fencing is to be included. Refer to contract documents for specific requirements including all notes on C3 sheets on drawings and associated specific details.

**NOTE:** Permanent seeding and Erosion Control Blanket shall be by THIS TRADE CONTRACTOR.

10. This TRADE CONTRACTOR shall be responsible for all dewatering as associated with this TRADE CONTRACTORS work. Dewatering activities including pumping (gas or electric), swales, sump pits, etc. shall be put in place within 24 hours of a rain event so as to minimize schedule delays. Any dewatering activities shall be in accordance with Illinois Law and proper SWPPP Procedures.
11. This TRADE CONTRACTOR shall be responsible for providing its own project layout according to the drawings. This TRADE CONTRACTOR shall protect and maintain all survey stakes provided by this trade contractor or others.

**NOTE:** It is the responsibility of this Trade Contractor to employ a qualified land surveying professional to perform layout for this trade contractor's scope of work and the cost shall be included in the base bid.

**NOTE:** This TRADE CONTRACTOR shall be responsible for furnishing As-builts for both schools, signed and sealed by a licensed surveyor to include volume of detention as well as inverts and locations of stormwater utility systems in this scope of work no later than 10 days after the work is completed. Refer to contract documents including As-Built Notes on civil drawing sheets and project manual for further information.

12. This TRADE CONTRACTOR shall provide all associated trucking of imported and exported materials approved by Construction Documents.

13. This TRADE CONTRACTOR shall provide any necessary lifts/proof rolling to complete its scope of work to meet the proper compaction of sub-grade and/or backfill materials. Proof rolls shall be coordinated so that those TRADE CONTRACTORS that will install any work above sub-grade, including but not limited to asphalt/paving contractor, concrete paving contractor, etc., can be present.

**NOTE:** This TRADE CONTRACTOR shall provide unit price per cubic yard for the excavation and disposal of undercuts and unit prices for clay and stone backfill of undercut areas in the provided area on the bid form.

14. This TRADE CONTRACTOR shall be responsible for scheduling with Construction Manager of all required testing for compaction, etc... This TRADE CONTRACTOR shall be responsible for adherence with all testing procedures and/or Geo-Technical Engineering findings and recommendations. Testing by others.
15. This TRADE CONTRACTOR shall be responsible for all public access (streets, roads, aprons, curb-cuts, sidewalks, roads, etc.) maintenance on a daily basis and for the duration of all on site activities and to ensure that it is clear of dirt, dust, debris, mud, stones, rocks, sediment and/or project related materials of any kind caused by this TRADE CONTRACTOR. This TRADE CONTRACTOR shall provide all required street sweeper during her/his work period. Refer to contract documents, including General Notes on C0.01 for further information.
16. This TRADE CONTRACTOR shall be responsible for all site Storm, Sanitary, and Water utilities up to the building and will work with Plumbing Contractor so that final connections can be made prior to backfilling trenches. This TRADE CONTRACTOR shall be responsible for furnishing and installing the storm piping (including all trenching, backfill, and accessories) from that point forward with the approved tie-ins.

**NOTE: This TRADE CONTRACTOR shall be responsible for all Asphalt and Paver Replacement and or Patching and Landscaping restoration as needed to install the Site Utilities.**

17. This TRADE CONTRACTOR shall furnish and install all necessary concrete structures including but not limited to all manholes, valve vaults, thrust blocks, catch basins, etc. for the sanitary, storm and water underground utilities shown on the contract documents installed with the proper sealant and according to the construction documents. All concrete structures to include all rings, frames, gaskets, steps, lids, etc. as shown on the drawings and/or as required per local and state codes in order to have a fully operational system.
18. This TRADE CONTRACTOR is responsible for all backfill to complete the utility work compacted to proper specification of Construction Documents.
19. This TRADE CONTRACTOR is responsible for doing all necessary research on piping and structure sizing with local and/or state authorities as required.

**ALLOWANCES, BOND, AND ALTERNATES**

1. This TRADE CONTRACTOR **shall include an allowance of \$10,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

- 2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**ACCEPTANCE**

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**

**BG5 BP63 SCOPE OF WORK FOR CONCRETE –NORTH AND SOUTH HIGH SCHOOL (SQUAD ROOMS)**

**Scope – This TRADE CONTRACTOR’s scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.**

1. This TRADE CONTRACTOR shall reference ALL General, Logistics Plan, Civil, Structural, Architectural Sheets included in this Bid Group 5 as they relate to Concrete – Building & Site. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this trade contractor’s scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for both the site and building concrete portions of this work per the drawings and specifications.

**NOTE:** Excavation (including furnish and install of stone base) and backfill of the BUILDING and SITE concrete (i.e. sidewalks, curbs, S.O.G., equipment pads, etc...) is to be performed by the Excavation/ Site Utilities TRADE CONTRACTOR to (+/- 1.2” ~ 0.1 foot). This TRADE CONTRACTOR should assume some final grading of base and compaction prior to forming and placement of site and building concrete.

3. This TRADE CONTRACTOR shall be responsible for all concrete materials, forms, shoring, bracing, sealant, rigid insulation, equipment, tools, labor and any other element required to furnish a fully complete and correct concrete installation at all types of concrete curbs (depressed curbs, barrier curbs, B-6.12, side curbs, etc.), all concrete gutters, all sidewalks, ramps, all curb ramps for sidewalks, all concrete walks, all concrete paving, slabs-on-grade, elevated slabs, foundation walls, frost walls, interior and exterior footings, spread footings, stepped footings, thickened slabs, depressed slabs, stoops, piers, sealers, filler strips, expansion joints, control joints, and any other cast in place concrete within the work area as indicated on construction documents and/or as specified in the project manual.

**Note:** Any concrete that will be exposed more than 6” will be required to be architecturally finished or “rubbed”. Coordinate with Construction Manager finish expectations.

**NOTE: This Trade Contractor is also responsible for furnishing and installing the up-turned or drilled-in rebar out of slabs or foundations for all masonry walls, including the correct layout, as shown and called for on the Construction Documents.**

**NOTE: This TRADE CONTRACTOR shall include a total of 100SF of 4” housekeeping pads. Location to be determined by the Construction Manager.**

4. This TRADE CONTRACTOR shall be responsible for all WWF (welded wire fabric) or macro-synthetic fibers, expansion joints, doweling, epoxy anchors, construction joints, control joints, space control joints, slab box-outs, fillers, caulking, sealants, vapor retarder/barrier, acoustical isolation underlayment, bond breaker, insulation, concrete finish, etc. for this trade contractor’s scope of work as indicated on construction documents and/or as specified in the project manual.

00300-1

**NOTE: This TRADE CONTRACTOR shall be responsible for caulking of control joints.**

5. This TRADE CONTRACTOR shall accept sub-grade and base conditions prior to proceeding. Sub-grade and base acceptance apply to all aspects of this Trade Contractor's work. Issues taken with sub-grade and base conditions are to be itemized and presented (location plan and narrative) in writing to Construction Manager. Proceeding with the work will constitute acceptance of sub-grade and base conditions by this TRADE CONTRACTOR.
6. This TRADE CONTRACTOR shall be responsible for the trenching and pouring of continuous concrete trench footing at the perimeter of the squad room foundation (Grand Stand). Reference Sheet A5.40 for DG South and A1.05 for DG North. All foundations for the bleacher structure are by the Bleacher TRADE CONTRACTOR.
7. All utility sleeves (if any) required by others in the concrete will be supplied and located by others but installed by this TRADE CONTRACTOR.
8. All depressions, recesses, chases and/or openings in the concrete required for subsequent trades shall be provided for and located by those TRADE CONTRACTORS and shall be installed by this TRADE CONTRACTOR.
9. This TRADE CONTRACTOR shall be responsible to pitch SOG floor drains that will be set by the PLUMBING CONTRACTOR. **Direct Coordination with the plumbing contractor may be required.**
10. This TRADE CONTRACTOR shall be responsible for replacing at its cost any concrete that does not meet the required technical specification or required elevations or slope and shall remove all debris off site.
11. This TRADE CONTRACTOR shall be responsible for providing its own project layout according to the drawings, considering. This TRADE CONTRACTOR shall protect and maintain all survey stakes provided by this trade contractor or others.

**NOTE: It is the responsibility of this TRADE CONTRACTOR to employ a qualified land surveying professional to perform layout for this trade contractor's scope of work and the cost shall be included in the base bid. This is to confirm grades and slopes will be met.**

12. This TRADE CONTRACTOR shall be responsible for providing a commercial **TEMPORARY CONCRETE WASHOUT STATION** (as pre-approved by Wight Construction) including furnish, install, and removal of associated signage.
13. This TRADE CONTRACTOR shall take precautions not to damage, remove, relocate, etc... any of the Erosion and Sediment Control Measures (silt fence, inlet protection, tree protection, etc..) while working on-site.
14. This TRADE CONTRACTOR shall be responsible for coordinating with construction manager for scheduling of all required testing for concrete cylinders, backfill and compaction. This TRADE CONTRACTOR shall be responsible for adherence with all testing procedures and/or Geo-Technical Engineering findings and recommendations. Testing by others.

00300-2

15. This TRADE CONTRACTOR shall submit to Construction Manager a control joint layout for all flatwork.

**ALLOWANCES, BOND, AND ALTERNATES**

- 1. This TRADE CONTRACTOR shall include an allowance of \$10,000.00 in their base bid to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
- 2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**ACCEPTANCE**

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**

**BG5 BP64 SCOPE OF WORK FOR MASONRY –SOUTH HIGH SCHOOL (SQUAD ROOMS)**

**Scope – This TRADE CONTRACTOR's scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.**

1. This TRADE CONTRACTOR shall reference ALL General, Logistics Plan, Civil, Structural, and Architectural drawings in this Bid Group 5 as they relate to Masonry. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR's scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc... to complete all aspects of this trade contractor's work including all Interior/Exterior CMU Walls, Bond beams, Uplation, Flashings, Drip Edges, per The Contract Documents and as detailed on Wall Types A5.40 for DG South and A1.05 for DG North and all plans and sections.

**NOTE: This Trade Contractor shall assume that the masonry knee wall is a continuous wall around the entire perimeter of the squad rooms (for both North and South)**

**NOTE: All interior CMU walls are 9'-0" AFF unless otherwise noted for both North and South.**

**Note:** Bullnose CMU is required at ALL exposed block edges.

3. This TRADE CONTRACTOR shall be responsible for furnishing and installing all **interior caulking/filler/sealant** etc... at control joints and/or where the masonry abuts dissimilar materials as required per the plans and specifications.
4. This TRADE CONTRACTOR shall make accommodations for recessed items as shown on the Contract Documents like Insulated Flood Vents, Electric Boxes, etc... Cut sheets of ALL recessed items will be readily accessible to all parties through Submittal Exchange.

**Note:** CMU cut outs of Electric Boxes and other recessed items that are cut too large for standard wall plates will need to be removed, repaired and replaced prior to painting at no additional cost to the owner.

5. This TRADE CONTRACTOR shall be responsible for furnishing and installing all reinforcing requirements, including reinforcing bars, bond beams, lintels, dowels, wire mesh, wall ties, straps, pins, anchors, welding of ties/anchors to columns, and any other items required for completion of this trade contractor's work as indicated in the plans and specifications.
6. This TRADE CONTRACTOR shall be responsible for all scraping, rubbing, cleaning (chemical wash) and rinsing of this trade contractor's work in a timely manner in order that it be left in a finished state and/or ready to accept further finishes by others as indicated in the plans and specifications.

00300-1



7. This TRADE CONTRACTOR shall be responsible for scraping **excess mortar off of the floor ON A DAILY BASIS and/or for protecting the floor from mortar to avoid staining of concrete floors.**
8. This TRADE CONTRACTOR shall be responsible for all expansion and/ or control joints assemblies required as shown and/or as required by the technical agency having jurisdiction (i.e. National Concrete Masonry Association (NCMA), etc...), including but not necessarily limited to all expansion and control joint fillers, compressible filler, preformed compressible corrugated rubber deck closures, sealant, backer rods and preformed gaskets as indicated in the plans and specifications.
9. This TRADE CONTRACTOR shall be responsible for all tooled joints in all exposed masonry work as required and as indicated in the plans and specifications.

**Note:** Tooled Mortar Joints are required to full height of wall to structure in exposed CMU locations.

10. This TRADE CONTRACTOR shall be responsible for grouting in and protecting all Hollow Metal Door and Window Frames in masonry partitions as required and/or indicated in the plans and specifications.

**Note:** All Hollow Metal door or window Frames in masonry walls are supplied by OTHERS and set in place by this TRADE CONTRACTOR. All hollow metal frames in masonry walls shall be grouted solid by this TRADE CONTRACTOR.

**ALLOWANCES, BOND, & ALTERNATES**

1. This TRADE CONTRACTOR **shall include an allowance of \$5,000.00 in their base bid** to account for any unforeseen conditions and miscellaneous masonry items. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**ACCEPTANCE**

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**

**BBG5 BP65 SCOPE OF WORK FOR GENERAL CARPENTRY –NORTH AND SOUTH HIGH SCHOOL  
(SQUAD ROOMS)**

**Scope – This TRADE CONTRACTOR's scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.**

1. This TRADE CONTRACTOR shall reference ALL General, Architectural, Mechanical, Plumbing, Electrical, and Civil Sheets included in this Bid Group 5 as they relate to General Carpentry. This TRADE CONTRACTOR shall read all Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower to complete this TRADE CONTRACTOR's scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc. to complete all aspects of this TRADE CONTRACTOR's work including Rough Carpentry, Finish Carpentry, Joint Sealants other than masonry, all required plywood (structural or non-structural) including any plywood for mounting of electrical panels and phone systems, wood plates (including pressure treated), all blocking (including any required for roof, wall, Doors and Hardware, Insulated Flood Vents, Insulation including reinforced jacketing, Drywall, Overhead Doors, Painting, Toilet accessories, Chain Link fencing (interior and exterior), Wire mesh partitions, Fire Protection Specialties. All work shall be completed according to the specifications and as shown on the construction documents.

**NOTE: Cold formed metal framing, light gauge metal framing, gypsum board sheathing and accessories for ceiling enclosure is by this TRADE CONTRACTOR.** Including all fire rated expansion joints.

**NOTE: This Trade Contractor shall responsible for all Chain Link Fencing and associated gates. All Fencing to be black vinyl coated for both North and South. The Chain Link Fence Enclosure at the front (field side) side of the bleacher system is by the BLEACHER CONTRACTOR. All other fencing (interior and exterior) is by THIS TRADE CONTRACTOR.**

**NOTE: This TRADE CONTRACTOR shall be responsible for all building insulation including the ceiling insulation including reinforced vinyl jacketing for the entire ceiling system at both North and South. All coordination of hanger that need to be supported from the structure above this insulation shall be coordinated with other TRADE CONTRACTORS.**

**NOTE: This TRADE CONTRACTOR is responsible to furnish and install insulated flood vents for DG North.**

**NOTE: This TRADE CONTRACTOR is responsible to furnish and install all misc. metal handrails.**

**NOTE: This TRADE CONTRACTOR is responsible for all painting including all sealed concrete.**

**NOTE: The Pressboxes are prefabbed and prefinished buildings. There is NO WORK is this SCOPE.**

00300-1

- 3. This TRADE CONTRACTOR shall be responsible for the Furnishing and Installing all Doors, Frames and Hardware for the 1 series doors. All doors in the Press boxes are by the Bleacher Contractor. This Trade Contractor shall be responsible for furnishing and installing all ancillary hardware and components necessary for a complete install including but not necessarily limited to, shims, Screws, Bolts, Sealant (interior and exterior), etc.

**NOTE: This TRADE CONTRACTOR is responsible for furnishing and installing of the Overhead Coiling Doors.**

- 4. This TRADE CONTRACTOR shall be responsible for furnishing and installing all Division 10 equipment. Equipment to be furnished shall include: Toilet Accessories, Napkin Disposals, Grab Bars, Stainless Steel Channel Frame Mirrors, Fire Extinguisher Cabinets and Fire Extinguishers, etc. as shown in the construction documents.
- 5. This TRADE CONTRACTOR shall be responsible for furnishing and Installing all full-height, full width interior and/or exterior Carpentry related sealant and caulking including but not necessarily limited to sealant/caulking of joints as part of this TRADE CONTRACTOR's work where indicated and/or required, including where the work of this TRADE CONTRACTOR intersects dissimilar materials. Sealant and caulking shall comply with the fire rating requirements of the wall where installed.

**ALLOWANCES, BOND, & ALTERNATES**

- 6. This TRADE CONTRACTOR shall include an allowance of **\$20,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
- 7. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 002010 of the General Conditions.

**ACCEPTANCE**

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**

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**BG5 BP66 SCOPE OF WORK FOR PLUMBING –NORTH AND SOUTH HIGH SCHOOL (SQUAD ROOMS)**

**Scope – This TRADE CONTRACTOR's scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.**

1. This TRADE CONTRACTOR shall reference ALL General, Logistics Plan, Civil, Architectural drawings in this Bid Group 5 as they relate to Plumbing. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR's scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc... for a complete and operable Plumbing system including but not limited to all sanitary and storm piping, valves, drains, vents, equipment, fixtures, cleanouts, roof drains, overflow drains, traps, hangers, supports, insulation, hangers, etc... as listed in the specifications and shown on the construction documents.
3. This TRADE CONTRACTOR shall review and become familiar with ALL documents included in this bid group. This Trade Contractor shall furnish, install, complete and/or otherwise comply with all work as noted and or implied by the following but not limited to: All Specification sections in Divisions 22, General Notes on Sheet P0.01 and all P Drawings.
4. This TRADE CONTRACTOR is responsible for shop drawings, layout, and field layout of this Trade Contractor's work. This TRADE CONTRACTOR shall coordinate the installation of his work with plumbing, electrical, HVAC, technology, ceiling and all other trades as required. Mechanical contractor shall lead in the coordination effort of all of these trades.
5. This TRADE CONTRACTOR shall be responsible for furnishing, lay-out, and installation of all plumbing fixtures including water closets, urinals, lavatories, sinks, electric water coolers, drinking fountains, mop sink basins, electric water heaters, domestic water pumps, vents, domestic water expansion tank(s), etc.. including trim, faucets, drains, etc... unless otherwise noted, as listed in the specifications and shown on the construction documents.

**Note:** Gas lines are NOT furnished or installed by this Trade Contractor. Any Gas Piping work will be responsibility of HVAC CONTRACTOR

6. This TRADE CONTRACTOR shall be responsible for all below grade rough plumbing according to the drawings, specifications and contract documents including but not limited to all piping, clean outs, floor drains, etc.. all work to be completed per applicable codes and standards.
7. This TRADE CONTRACTOR shall be responsible for all above grade rough and finish plumbing according to the drawings, specifications and contract documents including but not limited to all piping, vents, hangers, valves, wall hydrants, hose bibs, water hammer arrestor(s), funnel drains, roof drains, roof hydrants, wall cleanouts, reduced pressure zone backflow preventers, sediment traps, insulation, etc... all work to be completed per applicable codes and standards.

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**NOTE: This TRADE CONTRACTOR responsible for all plumbing insulation required for this scope per specifications, including all insulation repairs needed at all plumbing tie-ins or at areas of plumbing demolition.**

8. This TRADE CONTRACTOR shall be responsible for furnishing, lay-out, and installation of ALL condensate piping per the plans and specs for equipment furnished and installed by this TRADE CONTRACTOR.
9. This TRADE CONTRACTOR shall be responsible for furnishing and installing all PVC related vent system piping complete for all Plumbing equipment as listed in the specifications and shown on the construction documents.
10. This TRADE CONTRACTOR shall furnish and deliver to the electrical contractor, at the project site, all loose motor control devices for any Plumbing equipment and any other items considered part of the Plumbing system but requiring installation by the electrical trade contractor (Coordinate with electrical specifications). This Trade Contractor shall be aware of the electrical contractor's scope of work. Electrical contractor will always be responsible for a single point of connection for each piece of Plumbing equipment at a minimum.
11. This TRADE CONTRACTOR shall coordinate all piping to avoid conflicts with areas required for other trade contractor's work (i.e., light fixtures, ceiling heights, FP Piping, FP Heads, etc...).
12. This TRADE CONTRACTOR shall include all rigging, hoisting, cranes, lifts, etc. necessary to install ALL of the mechanical equipment, ductwork or piping. Any crane/lift/hoisting equipment for all mechanical equipment must be mobilized, set up, utilized, taken down and demobilized with approval of the Construction Manager. Cribbing and protection of existing concrete, asphalt, roofing, and landscaping must be provided, and this TRADE CONTRACTOR will be responsible for any damages caused.
13. This TRADE CONTRACTOR is responsible to provide all ladders, scaffolding, hoisting, lifts, etc.. necessary to complete work in accordance with project schedule.
14. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor's work as noted in the plans and specifications.

**Note:** This TRADE CONTRACTOR's Guarantee/warranty period of equipment will not start until after final acceptance, including any and all equipment utilized before final acceptance. Targeted Substantial **Completion Date of 3-1-20.**

15. This TRADE CONTRACTOR shall be responsible for contacting jurisdictional inspection agencies (i.e. local code enforcement, testing agency's) associated with the work of this Trade Contractor to:
  - A) Schedule any and all required inspections so as not to delay project schedule,
  - B) Complete all work required for acceptance of this Trade Contractors work by the jurisdictional inspecting agency (at no additional cost, including incidentals) and
  - C) Submit all inspecting agency ruling related documentation/correspondence to Construction Manager before close of business the day of occurrence.

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**Note:** This TRADE CONTRACTOR shall be responsible for any out-of-sequence and/or additional piping & testing of contractor’s work to permit expedited completion of partitions, ceilings, and other work, including the furnishing and installation of equipment.

- 16. This TRADE CONTRACTOR shall provide all clip hangers, angles, and miscellaneous metal of any nature, which is required for work covered by this Contract.
- 17. This TRADE CONTRACTOR shall provide all sleeves and coring of walls, floors, etc., including caulking, packing of sleeves and openings as indicated on construction documents and/or as specified in the project manual. Contractor to protect all floor openings left in floors for passage of piping and other items.
- 18. This TRADE CONTRACTOR shall be responsible to provide its own project layout according to the drawings, considering the benchmark locations and elevations that will be given by the Construction Manager.
- 19. This TRADE CONTRACTOR shall furnish and install all required piping identification, valve tagging, equipment tagging, and charts as per the specifications. Valve tags shall not be repeated anywhere in the building. A detailed schematic and list shall be provided and installed in the main mechanical room or in a location as selected by the owner.

Note: Housekeeping pads are NOT by this TRADE CONTRACTOR.

**ALLOWANCES, BOND, & ALTERNATES**

- 1. This TRADE CONTRACTOR shall include an allowance of **\$10,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
- 2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**ACCEPTANCE**

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**  
00300-3

**BG5 BP67 SCOPE OF WORK FOR HVAC –NORTH AND SOUTH HIGH SCHOOL (SQUAD ROOMS)**

**Scope – This TRADE CONTRACTOR's scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.**

1. This TRADE CONTRACTOR shall reference ALL General, Logistics Plan, Civil, Architectural drawings in this Bid Group 5 as they relate to HVAC. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR's scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, and coordination, etc... for a complete functioning Heating, Ventilation and Air Conditioning system including all related assemblies and systems. This trade contractor shall include all piping, tubes, fittings, loops, valves, drain lines (D), flexible connections, all hangers/supports, identification, testing-adjusting-balancing, louvers, Exhausts Fans, variable frequency drives (if any), pumps, ducts, duct lining, duct accessories, duct silencers, duct insulation, Diffusers and Grilles, Electric Unit Heaters, Dampers, Gas Unit Heaters, Flu Stacks, Outside Air Intakes, Wall Sleeves, Gas Piping, insulation, joint sealants, and other specified requirements for a complete, conforming and operable system as shown/stated in the plans and specifications and delivered per the project schedule.
3. This TRADE CONTRACTOR shall review and become familiar with ALL documents included in this bid group. This Trade Contractor shall furnish, install, complete and/or otherwise comply with all work as noted and or implied by the following but not limited to: All Specification sections in Divisions 23, General Notes on Sheet M0.01s and all M Drawings
4. This TRADE CONTRACTOR is responsible for shop drawings, layout, and field layout of this Trade Contractor's work. This TRADE CONTRACTOR shall coordinate the installation of his work with plumbing, electrical, HVAC, technology, ceiling and all other trades as required. Mechanical contractor shall lead in the coordination effort of all of these trades. This shall include obtaining the Autocad files from the sprinkler, plumbing and electrical contractor and plotting all systems in color on one drawing.
5. **NOTE: There will be no extra costs allowed to this TRADE CONTRACTOR for any field routing or modifications that may be required for piping/duct/conduit due to existing field conditions in existing building**
6. Exterior wrapped HVAC duct and pipe insulation will be part of this scope. Anu internally lined ductwork or factory insulated piping will be the responsibility of THIS TRADE CONTRACTOR.
7. BAS (Building Automation System) and rough-in for temperature control will be by OTHERS. Instrumentation and Control for HVAC, Direct Digital Control for HVAC, Sequence of Operation for HVAC shall be the responsibility of OTHERS. This TRADE CONTRACTOR is responsible for coordinating with Temperature Controls Contractor on Equipment Type and Location.
8. This TRADE CONTRACTOR shall be responsible for the installation of smoke detectors in duct work, smoke duct detectors supplied by Electrical trade contractor. This Trade

00300-1



Contractor shall coordinate the locations with Fire Alarm Contractor. All work completed according to the drawings, specifications and contract documents.

9. This TRADE CONTRACTOR shall be responsible for furnishing and installing any vent piping that may be required for any equipment (plumbing or HVAC related equipment) as listed in the specifications and shown on the construction documents.
10. This TRADE CONTRACTOR shall provide temporary protection of all HVAC equipment, ductwork, and piping during construction according to the specifications. This shall include but is not limited to sealing all open ends of ductwork at all times to prevent dirt and dust from entering this ductwork. This shall apply to ductwork being stored on site prior to installation as well as the ductwork after it is installed. Failure to adequately protect ductwork will result in the trade contractor being back-charged for any duct cleaning that will be required. Where equipment needs to be installed prior to the building being “watertight” this trade contractor shall provide, install, maintain and subsequently remove protection for this equipment.
11. This TRADE CONTRACTOR shall furnish and deliver to the electrical contractor, at the project site, all loose motor control devices and VFD’s for HVAC equipment and any other items considered part of the HVAC system but requiring installation by the electrical trade contractor (Coordinate with electrical specifications). This Trade Contractor shall be aware of the electrical contractor’s scope of work. Electrical contractor will always be responsible for a single point of connection for each piece of HVAC equipment at a minimum.
12. This TRADE CONTRACTOR shall furnish and install all required piping identification, valve tagging, equipment tagging, and charts as per the specifications. Valve tags shall not be repeated anywhere in the building. A detailed schematic and list shall be provided and installed in the main mechanical room or in a location as selected by the owner.
13. This TRADE CONTRACTOR shall include all testing and balancing of HVAC system as required in obtaining approval of architect, engineer, owner, inspection authorities and other agencies. Provide required out-of-sequence and/or additional testing and balancing of HVAC systems to permit expedited completion of partitions, ceilings and other work, including furnishing and installing additional valves as required to complete the balancing and testing of work according to the drawings, specifications and contract documents.
14. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor’s work as noted in the plans and specifications.

**Note:** This TRADE CONTRACTOR’s Guarantee/warranty period of equipment will not start until after final acceptance, including any and all equipment utilized before final acceptance. Targeted Substantial Completion Date of 3-1-20.

15. This TRADE CONTRACTOR shall be responsible for contacting jurisdictional inspection agencies (i.e. local code enforcement, testing agency’s) associated with the work of this Trade Contractor to:
  - A) Schedule any and all required inspections so as not to delay project schedule,
  - B) Complete all work required for acceptance of this Trade Contractors work by the jurisdictional inspecting agency (at no additional cost, including incidentals) and
  - C) Submit all inspecting agency ruling related documentation/correspondence to Construction Manager before close of business the day of occurrence.

**Note:** This TRADE CONTRACTOR shall be responsible for any out-of-sequence and/or additional piping & testing of contractor's work to permit expedited completion of partitions, ceilings, and other work, including the furnishing and installation of equipment.

16. This TRADE CONTRACTOR shall provide all sleeves and coring of walls, floors, etc., including caulking, and packing of sleeves and openings as indicated on construction documents and/or as specified in the project manual. Contractor to protect all floor openings left in floors for passage of piping and other items.
17. This TRADE CONTRACTOR shall provide all clip hangers, angles, and miscellaneous metal of any nature, which is required for work covered by this Contract.
18. This TRADE CONTRACTOR shall coordinate all piping & ductwork to avoid conflicts with areas required for other trade contractor's work (i.e., light fixtures, ceiling heights, FP Piping, FP Heads, etc...).
19. This TRADE CONTRACTOR shall include all rigging, hoisting, cranes, lifts, etc. necessary to install ALL of the mechanical equipment, ductwork or piping. Any crane/lift/hoisting equipment for all mechanical equipment must be mobilized, set up, utilized, taken down and demobilized with approval of the Construction Manager. Cribbing and protection of existing concrete, asphalt, roofing, and landscaping must be provided, and this TRADE CONTRACTOR will be responsible for any damages caused.
20. This TRADE CONTRACTOR is responsible to provide all ladders, scaffolding, hoisting, lifts, etc.. necessary to complete work in accordance with project schedule.

**ALLOWANCES, BOND, & ALTERNATES**

1. This TRADE CONTRACTOR **shall include an allowance of \$10,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**ACCEPTANCE**

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**

**BG5 BP68 SCOPE OF WORK FOR ELECTRICAL –NORTH AND SOUTH HIGH SCHOOL (SQUAD ROOMS)**

**Scope – This TRADE CONTRACTOR’s scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.**

1. This TRADE CONTRACTOR shall reference ALL General, Logistics Plan, Civil, Structural, and Architectural drawings in this Bid Group 5 as they relate to Electrical and Electrical Demolition. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc. to complete all aspects of this trade contractor’s work for the complete electrical package including but not limited to **power, temporary power, panels, outlets, interior lighting, occupancy sensors, exterior lighting, site lighting, emergency lighting, exit lighting, temporary lighting, lighting controls, transformer(s), disconnects, miscellaneous equipment/motor wiring, etc...** all work as listed in the specifications and shown on the construction documents.

**NOTE:** This TRADE CONTRACTOR IS **NOT** responsible for the telecommunications, A/V, and Security raceways, pathways, pull boxes, junction boxes, and pull points as noted on the drawings. The Low-Voltage contractor will be responsible to provide their own rough-in requirements.

**NOTE:** This TRADE CONTRACTOR is responsible to remove and relocate the existing stadium light poles per note 2 on Drawing E3.00S.

3. This TRADE CONTRACTOR shall review and become familiar with ALL documents included in this bid group. This Trade Contractor shall furnish, install, complete and/or otherwise comply with all work as noted and or implied by the following but not limited to: All Specification sections in Divisions 26, General Notes AND keynotes on Sheets E0.01 and all ED, E & M Drawings.

**Note:** All Electrical Demolition work shown on the electrical demolition drawings will be by this TRADE CONTRACTOR. **This TRADE CONTRACTOR, shall mobilize prior to demolition activities to assist in marking existing piping, panels, equipment, etc., “to remain” and “to be removed” for coordination with the DEMOLITION CONTRACTOR and CONSTRUCTION MANAGER.**

4. This TRADE CONTRACTOR is responsible for shop drawings, layout, and field layout of conduits, boxes, hangers, fixtures, etc...

**Note:** This TRADE CONTRACTOR acknowledges that this contractor shall coordinate conduit layout in a neat and orderly fashion. This Trade Contractor further acknowledges that the design team will have some input on location and routing of exposed raceways.

5. This TRADE CONTRACTOR is responsible for shop drawings, layout, and field layout of this Trade Contractor’s work. This TRADE CONTRACTOR shall coordinate the installation of his work with plumbing, electrical, HVAC, technology, ceiling and all other trades as required. Mechanical contractor shall lead in the coordination effort of all of these trades.

**NOTE: There will be no extra costs allowed to this TRADE CONTRACTOR for any field routing or modifications that may be required for piping/duct/conduit due to existing field conditions in existing building**

6. This TRADE CONTRACTOR shall be responsible for furnishing, layout, and installation of all electrical components including but not limited to: conduit, boxes, wiring, light fixtures, lamps, exit signs, panels, transformer(s), switchgear, outlets, switches, plates, occupancy sensors, motion detectors, dimming devices/requirements, relays, etc... and any other electrical/lighting components as required within the specifications and as indicated on drawings. This TRADE CONTRACTOR shall be responsible for all conduit, pull string and junction boxes as required within the specifications and as indicated on drawings.
7. This TRADE CONTRACTOR shall be responsible for all electrical requirements for electric door strikes, power transfer supplies, locks and other hardware as indicated on the architectural door schedule whether shown on the Electrical plans or not. Hardware by others.
8. This TRADE CONTRACTOR shall be responsible for installing ALL Light Fixtures.
9. This TRADE CONTRACTOR shall be responsible for coordination with other trade contractors to obtain wiring diagrams and power requirements for equipment furnished by others, prior to wiring same in the field.
10. This TRADE CONTRACTOR is responsible for any necessary electrical required for all mechanical, plumbing, fire protection equipment/devices as required within the specifications and indicated on drawings.

NOTE: This TRADE CONTRACTOR also responsible for any/all power connections to any Technology, AV, or Security Equipment/Devices shown AV, SS, and T Drawings.

11. This TRADE CONTRACTOR shall be responsible for all directory label charts, along with identification and tagging requirements of work as required within the specifications and as indicated on the drawings, per Construction Manager direction (verify numbering and tagging sequence with Construction Manager). Contractor shall provide a typed directory in every panel matching the As-Built condition and not necessarily as shown in the panel schedules.
12. This TRADE CONTRACTOR shall be responsible for all electrical/lighting related work on drawings and in specifications, as may be noted on architectural, mechanical, Fire Protection and plumbing documents or specification sections.
13. Regardless of fixture designation, i.e. grid type, flange type, lay-in as may be designated on the drawings, this TRADE CONTRACTOR will correlate with the reflected ceiling plan and will furnish the fixture to fit the ceiling construction as outlined in the reflected ceiling drawings and/or room finish schedule.
14. This TRADE CONTRACTOR shall be responsible for all hand or machine excavation, backfill, compaction, and concrete as required to install this Trade Contractor's work, including granular fill requirements for any under slab or sitework as required within the specifications and indicated on drawings.
15. This TRADE CONTRACTOR shall be responsible for testing of electrical/lighting systems as required in obtaining approval of inspection authorities having jurisdiction

16. This TRADE CONTRACTOR shall be responsible for all electrical connections, including low-voltage, for all starters, motor control devices, installation of VFD's, etc... for HVAC, Controls, Fire Protection and plumbing work as required within the specifications and as indicated on drawings.

17. THIS TRADE CONTRACTOR SHALL PROVIDE A BREAK OUT PRICE ON THE BID FORM FOR THE ENTIRE WORK COST ASSOCIATED WITH THE 3" SERVICE RUN SHOWN ON E1.00S at DG NORTH. This work is to be included in the base bid price.

18. This TRADE CONTRACTOR shall provide all sleeves and coring of walls, floors, etc., including caulking, and packing of sleeves and openings as indicated on construction documents and/or as specified in the project manual. Contractor to protect all floor openings left in floors for passage of piping and other items.

This TRADE CONTRACTOR shall be responsible for furnishing, installing and maintaining all temporary electrical service and lighting as required by CONSTRUCTION MANAGER, per OSHA standards, in all areas of construction.

**NOTE:** Installation of temporary lighting must be installed prior to demolition activities and a separate mobilization shall be figured. Coordinate with CONSTRUCTION MANAGER.

19. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor's work as noted in the plans and specifications.

**Note: This TRADE CONTRACTOR's Guarantee/warranty period of equipment will not start until after final acceptance, including any and all equipment utilized before final acceptance.** Targeted Substantial Completion Date of 3-01-20.

20. This TRADE CONTRACTOR shall be responsible for contacting jurisdictional inspection agencies (i.e. local code enforcement, testing agency's) associated with the work of this Trade Contractor to:

- A) Schedule any and all required inspections so as not to delay project schedule,
- B) Complete all work required for acceptance of this Trade Contractors work by the jurisdictional inspecting agency (at no additional cost, including incidentals) and
- C) Submit all inspecting agency ruling related documentation/correspondence to Construction Manager before close of business the day of occurrence.

**Note:** This TRADE CONTRACTOR shall be responsible for any out-of-sequence and/or additional piping & testing of contractor's work to permit expedited completion of partitions, ceilings, and other work, including the furnishing and installation of equipment.

21. This TRADE CONTRACTOR shall coordinate all piping, conduit & ductwork to avoid conflicts with areas required for other trade contractor's work (i.e., light fixtures, ceiling heights, FP Piping, FP Heads, etc...).

22. This TRADE CONTRACTOR shall include all rigging, hoisting, cranes, lifts, etc. necessary to install ALL of the mechanical equipment, ductwork or piping. Any crane/lift/hoisting equipment for all mechanical equipment must be mobilized, set up, utilized, taken down and demobilized with approval of the Construction Manager. Cribbing and protection of existing concrete, asphalt, roofing, and landscaping must be provided, and this TRADE CONTRACTOR will be responsible for any damages caused.

23. All shut downs and/or interruptions in mechanical system shall be coordinated through Construction Manager and scheduled to minimize any disruption. Forty eight (48) hour

notification must be provided to the Construction Manager of any shutdown or interruption that occurs even when facility is not in operation.

**ALLOWANCES, BOND, & ALTERNATES**

- 1. This TRADE CONTRACTOR shall include an allowance of **\$10,000.00 in their base bid** to account for any unforeseen conditions interior to building. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
- 2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.
- 3. **Alt. Bid #1 - This TRADE CONTRACTOR shall provide an Alternate ADD to re-lamp and re-aim (2) existing fixtures at the two stadium light poles at DG North that are to remain as is per note 1 on e3.00S North Drawings.**

**ACCEPTANCE**

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**

**BG5 BP69 SCOPE OF WORK FOR LOW VOLTAGE AND AV NORTH AND SOUTH HIGH SCHOOL (SQUAD ROOMS)**

**Scope – This TRADE CONTRACTOR's scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.**

1. This TRADE CONTRACTOR shall reference ALL General, Architectural, AV, SS and Technology Sheets included in this Bid Group 5 as they relate to Low Voltage, Security, Paging and Data and AV. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this trade contractor's scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc... to complete all aspects of this TRADE CONTRACTOR's work for the complete Technology package for Data, Telecom, Security, Intercom and Paging components including but not limited to racks, raceways, sleeves, cables, fiber optic, cable trays, UTP's, wire management, patch cords, jacks, plates, wiring blocks, switches, speakers, microphones, wallphones, analog wall clocks, digital clocks, wall mounted paging speaker and digital clocks, control panels, workstations, head end equipment, etc... all work as listed in the specification division 27 and shown on the construction documents.

**NOTE: THIS TRADE CONTRACTOR IS RESPONSIBLE FOR EVERYTHING SHOWN ON AV1.1A, SS1.40, T1.11A FOR DG NORTH. AND T1.40, SS1.40, AV1.40 FOR DG SOUTH.**

**NOTE:** This TRADE CONTRACTOR shall be responsible for furnishing and installing all AV components/ system.

**NOTE:** This TRADE CONTRACTOR is responsible for the furnish and install of the associated cabling, pathways, raceways, conduits, boxes, and all required rough-in materials for these systems.

NOTE: This TRADE CONTRACTOR acknowledges that this TRADE CONTRACTOR shall coordinate conduit layout in a neat and orderly fashion. This TRADE CONTRACTOR further acknowledges that the design team will have some input on location and routing of exposed raceways.

3. This TRADE CONTRACTOR shall install all materials in strict accordance with all applicable rules and regulations of 2015 IBC including all local amendments and per all applicable codes as listed on Code Plans.
4. This TRADE CONTRACTOR is required to provide all required warranties, testing, as-builts as required in the drawings & specifications.
5. This TRADE CONTRACTOR shall be responsible for all labeling of jacks, plates, cables, equipment, etc... as required within the specifications and as indicated on the drawings, per Construction Manager direction (verify numbering and tagging sequence with Construction Manager).
6. This TRADE CONTRACTOR shall include any and all required programing, controls, etc... as required for fully operational system(s).

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7. This TRADE CONTRACTOR shall be responsible for all clip hangers, angles, and miscellaneous metal of any nature, which is required for the work of this TRADE CONTRACTOR.
8. This TRADE CONTRACTOR shall complete all pre-construction due diligence required for the work of this trade contractor including but not limited to installation, resolve/coordinate any conflicts with other work, and ensure proper clearances and ceiling heights.
9. This TRADE CONTRACTOR shall be responsible for all blocking required for this scope of work including but not limited to all in-wall blocking & plywood wall sheathing.
10. This TRADE CONTRACTOR shall be responsible for protecting any and all Technology related materials and equipment on-site and as specified: prior to installation, during installation and/or until final acceptance by Construction Manager.
11. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor's work as noted in the plans and specifications.  
  
**NOTE:** This TRADE CONTRACTOR's Guarantee/warranty period of equipment will not start until after final acceptance, including any and all equipment utilized before final acceptance.
12. This TRADE CONTRACTOR is responsible to provide all ladders, scaffolding, hoisting, lifts, etc. necessary to complete work in accordance with project schedule.
13. This TRADE CONTRACTOR to perform under guidelines of phasing and scheduling. The schedule contained in this Bid Group may be updated by future adjustments that will become part of said contractor's agreement.
14. This TRADE CONTRACTOR shall provide proper protection of all flooring and adjacent surfaces. Any damage will be responsibility of this TRADE CONTRACTOR.
15. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
16. This TRADE CONTRACTOR shall be responsible for protecting any and all Painting/ Sealing related materials and equipment on-site and as specified: prior to installation, during installation and/or until final acceptance by Construction Manager. Refer to specifications for further detail.

**ALLOWANCES, BOND, & ALTERNATES**

17. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

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**ACCEPTANCE**

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**



