



DATE: October 16, 2019

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

SUBJECT: **DOCUMENT MODIFICATION FOR:  
ADDENDUM #2 TO THE BIDDING DOCUMENTS FOR:  
NORTH HIGH SCHOOL BID GROUP #7  
DOWNERS GROVE NORTH HIGH SCHOOL  
MASTER FACILITY PLAN IMPLEMENTATION  
COMMUNITY HIGH SCHOOL DISTRICT 99  
4436 MAIN STREET  
DOWNERS GROVE, IL 60516**

Wight & Company

wightco.com

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2500 North Frontage Road

Darien, IL 60561

.....  
P 630.969.7000

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**I. Clarifications – There is no BP#76 Millwork, this is a Voided Bid Package.**

**Scope of Work:**

- Bid Package #70 – Demolition
- Bid Package #71 – Metal Panels
- Bid Package #72 – Rough Carpentry
- Bid Package #73 – Flooring (includes EPX flooring)
- Bid Package #74– Acoustical Ceilings
- Bid Package #75 – Painting
- Bid Package #77 – Low Voltage, Security & Communications
- Bid Package #78 – Audio Visual
- Bid Package #79 – Ceramic Tile
- Bid Package #80 – Gym Equipment
- Bid Package #81 – Wood Flooring

**Bid Forms:**

- Bid Package #70 – Demolition
- Bid Package #71 – Metal Panels
- Bid Package #72 – Rough Carpentry
- Bid Package #73 – Flooring (includes EPX flooring)
- Bid Package #74– Acoustical Ceilings
- Bid Package #75 – Painting
- Bid Package #77 – Low Voltage, Security & Communications
- Bid Package #78 – Audio Visual
- Bid Package #79 – Ceramic Tile
- Bid Package #80 – Gym Equipment
- Bid Package #81 – Wood Flooring

**Construction Schedule BG7 Part C- attached**

**BG7C BP70 SCOPE OF WORK FOR SELECTIVE DEMOLITION – NORTH 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 7C 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: Asbestos Abatement activities have already been performed and a clean environmental document will be provided. This TRADE CONTRACTOR will be responsible to remove some mechanical and architectural items in the existing Radio room prior to abatement so that abatement of acoustical ceiling spray applied material can be removed by the ASBESTOS CONTRACTOR on May 28<sup>th</sup>, 2019.**

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 (i.e. ductwork, conduits, piping, valves, equipment (boilers, AHU’s, Switchgear, etc...)) scheduled to be removed per the plans and specifications. This TRADE CONTRACTOR shall be responsible for all Demolition Keynotes listed on the Demolition sheets.

**NOTE: The disconnection/draining/make-safe of the MEP materials in the scope areas shown will be by others, but the complete removal of these MEP items to be by this TRADE CONTRACTOR. All items to be removed will be marked in GREEN by the MEP TRADE CONTRACTORS so that this TRADE CONTRACTOR is clear on what is to be removed. Reference all Mechanical Demolition, Electrical Demolition, and Plumbing Demolition Drawings. ALL Salvaging of MEP components is NOT the responsibility of this TRADE CONTRACTOR.**

**NOTE: Any refrigerant reclaiming will be by others and is NOT the responsibility of this TRADE CONTRACTOR.**

**NOTE: This TRADE CONTRACTOR shall be responsible to temporarily support any piping or components to remain that were supported by any removed ceilings or structures in the remodeled areas.**

**NOTE: This TRADE CONTRACTOR recognizes the demolition of any building envelope items (exterior wall, roofing, etc.) may need to lag in accordance with the Project Schedule.**

**NOTE: This TRADE CONTRACTOR shall NOT be responsible for the infill and/or patching of openings or adjacent surfaces.**

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**NOTE:** This TRADE CONTRACTOR shall be responsible for all demolition of items in locker room 155F on sheet AD2.00B.b., (not including the windows noted D1. These have already been removed.)

**NOTE:** this TRADE CONTRACTOR shall include all demolition in office 155E and toilet 155J.

**NOTE:** This TRADE CONTRACTOR shall include all demolition in locker room 175E, (not including the windows noted D1. These have already been removed.)

**NOTE:** This TRADE CONTRACTOR shall include all demolition in skill center 173, including demolition keynote D3. This trade contractor shall reference structural drawings for this demolition work.

**NOTE:** This TRADE CONTRACTOR shall be responsible for demolition keynote D27 on AD2.01B.b, keynotes D20 and D27 on sheet AD2.02B.b, and keynote D20 on AD2.03B.b.

**ALL OTHER DEMO SHOWN ON IFC PHASE B DRAWINGS WILL BE PART OF PHASE C DEMOLITION PACKAGE TO BE BID AT A LATER DATE.**

4. This TRADE CONTRACTOR shall be responsible for removing and disposing of ALL doors, frames and hardware (Aluminum, Hollow Metal, Wood, glazing etc...) scheduled to be removed according to the plans and specifications. Any **modifications** to windows or doors is **NOT** the responsibility of this TRADE CONTRACTOR.
5. This TRADE CONTRACTOR shall be responsible for the demolition and/or removal of all ceiling assemblies (i.e. Acoustical tile, spline, drywall, plaster, etc...)\*\*, window assemblies, flooring (ie. Ceramic, VCT, Gym wood floor, thick-set quarry tile, carpet, wall base including any and all mastic materials), wall openings and modifications, walls, transom windows, paneling, lockers, doors, door frames, borrowed lites, toilet partitions, toilet accessories, plumbing fixtures, and all other work to be removed per the plans and specifications.
6. 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.
7. 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.
8. 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.

**NOTE:** This TRADE CONTRACTOR is **NOT** responsible for any site demolition

9. This TRADE CONTRACTOR is responsible to verify and determine in advance and during demolition whether removal or demolition of any element will result in structural deficiency, overloading, failure or unplanned collapse, unwarranted triggering of FP systems, alarms, and to detect hazards resulting from demolition related activities.

**NOTE: This TRADE CONTRACTOR shall be responsible for removal of all noted partitions, floor and ceiling finishes and must protect all existing structural members to remain.**

10. This TRADE CONTRACTOR shall be responsible for all adequate bracing required during and/or after this trade contractor's portion of work and until all components are structurally tied-in and deemed safe by Construction Manager.

**NOTE: This is especially for the demolition work in locker room 175E and skill center 173.**

11. 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.
12. 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 understands there are areas of this building that will remain occupied and any equipment used indoors that emits toxic fumes/exhaust will need to be approved by the C.M. or an alternate fuel/equipment type needs to be provided.

**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.

**NOTE:** This TRADE CONTRACTOR understands there will be areas of demolition that may need to run concurrently. Appropriate manpower must be provided to meet the project schedule.

13. 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**

14. This TRADE CONTRACTOR **shall include an allowance of \$30,000.00 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.
15. 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**

**BG7C BP71 SCOPE OF WORK FOR METAL WALL PANELS – NORTH 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, Existing Architectural, Architectural Demolition, Architectural, Landscape, Mechanical, Plumbing, Electrical, Technology and Food Service drawings in this Bid Group 7C as they relate to Metal Panels. 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 any and all Exterior Metal Corrugated Material Wall Panels E-MTL-02 as indicated in construction documents and/or as specified in the project manual. Refer to specification division sections 074213 METAL WALL PANELS for further instructions.

**NOTE:** This TRADE CONTRACTOR scope of work includes the furnish and install of all work related to metal wall panels, NOT INCLUDING the insulation, air barrier stud framing or exterior sheathing as shown on EXTERIOR WALL TYPE A1 ON detail 6/A5.41.

**NOTE:** Wood blocking to be provided by General Carpentry Contractor.

3. This TRADE CONTRACTOR shall be responsible for furnishing and installing all Trim pieces for the Metal Panel walls. This includes but is not limited to all Head Extrusion Caps, Reveals, Extrusion Caps, Concealed Extrusions, Stainless Steel Extruded Base Cap, Flashing, Caulking, etc...
4. This TRADE CONTRACTOR shall participate in pre-installation conference including manufacturer’s representative and installers.

**NOTE:** Per specifications install a minimum 100 SF of panels in presence of the manufacturer’s representative

**NOTE:** Provide manufacturer’s service representative for intermittent and final inspections.

5. This TRADE CONTRACTOR shall provide all submittals as shown in the contract documents, including mock ups, in a timely manner.
6. Clean and repair all panels after final inspection by architect.
7. Contractor has reviewed the manufacturer’s standard penetration details.

**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.

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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**

**BG7C BP72 SCOPE OF WORK FOR GENERAL TRADES – NORTH 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, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 2 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.

**Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Bid Group 7, shown as the western portion of the dashed line included in architectural plans and reflected ceiling plans.**

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, Hollow Metal Doors and Frames and all related hardware, Wood doors and all related hardware, Joint Sealants (allowance), Caulking (allowance), Penetration Firestopping (allowance), Fire-Resistive Joint Systems (allowance), all required plywood backing (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, windows, storefront, roller shades, toilet accessories, visual displays, etc.), Fire Protection Specialties, (3) Overhead Coiling Doors, etc. All work shall be completed according to the specifications and as shown on the construction documents.

**NOTE:** This TRADE CONTRACTOR shall be responsible for furnishing and installing all components/ systems of the LULA Elevators per drawings and spec section 14 26 00 Limited-Use Limited-Application Elevators.

**NOTE:** Cold formed metal framing, light gauge metal framing, gypsum board sheathing and accessories, gypsum board reveals are by the Metal Framing and Drywall Contractor.

**NOTE:** This TRADE CONTRACTOR shall **NOT** be responsible for any insulation. Acoustical, fiberglass, rigid and batt insulation is the responsibility of the FRAMING AND DRYWALL TRADE CONTRACTOR. Any masonry cavity wall insulation is the responsibility of the MASONRY TRADE CONTRACTOR. Roof Insulation is by ROOFING CONTRACTOR. Below grade insulation is by the CONCRETE CONTRACTOR.

**NOTE:** This TRADE CONTRACTOR shall be responsible for Fire Protection Specialties including Fire Extinguisher Cabinets and Fire Extinguishers as shown on G1.02 and G1.03 for Phase B Addition ONLY.

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**NOTE:** This TRADE CONTRACTOR shall be responsible for Fire Protection Specialties including Fire Extinguisher Cabinets and Fire Extinguishers as shown on G1.02 and G1.03 for Phase B Addition ONLY.

**NOTE:** This TRADE CONTRACTOR shall be responsible for ALL floor, wall, and all other expansion joints and joint covers, with the exception of manufactured roof expansion joint. The roof expansion joint is by the roofing TRADE CONTRACTOR, including EJ-1 shown on detail 5 on A5.41.

3. This TRADE CONTRACTOR shall be responsible for all penetration fire-stopping and labeling of penetrations for all trades and penetrations. This work will be done as part of a contract allowance. See Allowances section in this documents for more information. This TRADE CONTRACTOR shall be responsible for all misc. caulking between dissimilar materials and otherwise not noted in the construction documents, required in this project and shall be taken out of the Joint Sealants Allowance. Masonry Joints sealants are by the MASONRY CONTRACTOR. Millwork related sealants are
4. This TRADE CONTRACTOR is to furnish and install any blocking mounted to walls or installed in stud walls needed to support casework, shelving, storefront, curtainwall system, windows, window sills, metal panels, IDF racks, etc. as indicated on plans. Any blocking not indicated on plans required for support of casework/millwork, visual displays, roller shades, etc., is to be included in this TRADE CONTRACTOR's cost.

NOTE: Refer to all MEP/AV/LV drawings for wall-mounted equipment.

5. This TRADE CONTRACTOR shall be responsible for furnishing and installing ALL Wood Roof Blocking as shown and as necessary per the construction documents, including any wood blocking as shown on all details in A5 Series Drawings.
6. This TRADE CONTRACTOR shall be responsible for furnishing and installing all fire-rated and non-fire rated expansion joint covers required at walls, soffits, ceilings, window sills, etc. as specified in contract documents. All floor expansion joint covers shall be furnished and installed by the FLOORING CONTRACTOR. All roof expansion joints shall be by the ROOFING CONTRACTOR.
7. This TRADE CONTRACTOR shall be responsible for the INSTALL ONLY of all Hollow Metal Doors, Flush Wood Doors, and Door Hardware as shown in the Contract Documents. This TRADE CONTRACTOR shall be responsible for setting the door frames at existing or new masonry partitions ONLY. Any grouting of frames required per the contract documents shall be by this TRADE 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 shall be responsible for furnishing and installing per revised doors/ hardware schedule in Addendum #1.

**NOTE:** The installation of hollow metal frames in drywall partitions will be by the Metal Framing and Drywall Contractor.

**NOTE:** This TRADE CONTRACTOR shall be responsible to receive shipment and inventory of all doors, hollow metal door & window frames, and door hardware.

**NOTE:** This Trade Contractor is NOT responsible for furnishing or installing any hardware associated with the Aluminum Storefront System(s).

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8. This TRADE CONTRACTOR shall be responsible for furnishing and installing all Division 10 equipment. Equipment to be furnished shall include: Fire Extinguisher Cabinets and Fire Extinguishers, as shown in the construction documents.
- NOTE:** This TRADE CONTRACTOR shall install owner-furnished Soap Dispensers. Consider (1) dispenser per sink.
- NOTE:** This TRADE CONTRACTOR shall be responsible for coordinating in a timely manner with FRAMING AND DRYWALL CONTRACTOR and MEP CONTRACTORS and locating any items that shall be installed recessed in walls to avoid any conflicts.
9. This TRADE CONTRACTOR shall be responsible for installation only any markerboards shown in the contract documents. The markerboards will be furnished by the owner.
10. This TRADE CONTRACTOR shall furnish and install (3) OVERHEAD COILING DOORS per the bid documents, refer to specification section 083323. This TRADE CONTRACTOR shall be responsible for coordinating with METAL FRAMING AND DRYWALL CONTRACTOR for opening sizes and recessed rail installation.
11. This TRADE CONTRACTOR shall be responsible for furnishing and installing a temporary wood deck to infill skylight opening and the temp roof over this wood deck will be provided by the ROOFING CONTRACTOR.
12. 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.
- Note:** For anything not included in the contract documents or otherwise specified in this scope, the joint sealants allowance will be utilized.

**ALLOWANCES, BOND, & ALTERNATES**

13. This TRADE CONTRACTOR **shall include an allowance of \$120,000.00 in their base bid** to account for any Unforeseen Conditions, Temporary Enclosures/ Safety Enclosures, Winter Conditions and General Labor. 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.
14. This TRADE CONTRACTOR shall include **an allowance of \$20,000.00 to be included in the base bid for all misc. Joint Sealants, penetration fire-stopping, fire-resistive joint systems, Fire-resistant assembly identification, and joint sealants.** 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.
15. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 002010 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	DBM Services, Inc. 9850 190 <sup>th</sup> Street Mokena, IL 60448
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.

**BG7C BP73 SCOPE OF WORK FOR FLOORING FOR NORTH HIGH SCHOOL**

1. This TRADE CONTRACTOR shall reference ALL General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 7C as they relate to Flooring. 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.

**Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Bid Group 7, shown as the western portion of the dashed line included in finish plans.**

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 flooring including all Resilient Base, Resilient Flooring, ~~Quartz Flooring, Walk-Off-Carpet,~~ Sheet Vinyl, Reducer Strips and Transitions as listed in the specifications and shown on the construction documents.

**NOTE:** This TRADE CONTRACTOR shall include RST-1, RT-1, SV-1, LVT-1, RBC-1, as specified in the construction documents.

**NOTE:** This TRADE CONTRACTOR shall be responsible for the flooring in ELEV A.

**NOTE:** This TRADE CONTRACTOR shall NOT be responsible for WSF-1, SC or ANY ceramic tile. This scope of work is by OTHERS.

**NOTE:** This TRADE CONTRACTOR shall provide all base per contract documents at casework locations. The installation of base on millwork items that are installed after the flooring installation shall be included in this TRADE CONTRACTOR’s bid and no additional mobilization for this will be paid by the owner.

3. This TRADE CONTRACTOR shall be responsible for providing all transition profiles per details on A10.00.
4. This TRADE CONTRACTOR shall be responsible for all layout work, measuring and field dimensioning associated with this Trade Contractor's work.
5. This TRADE CONTRACTOR shall be responsible for all floor preparation required for the work of this TRADE CONTRACTOR. Start of work by this trade contractor on top of or against concrete/masonry/drywall or any other surface acknowledges this trade contractor’s acceptance of quality and completeness of adjacent surface.

**NOTE:** All floor prep including general construction joints will be handled through this TRADE CONTRACTOR’S allowance.

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6. 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 shall be responsible for providing all shop drawings, submittals and mock-up’s per project specifications in a timely manner.

**NOTE:** This TRADE CONTRACTOR shall be responsible for furnishing and delivering any and all extra materials specified to owner as listed in the specifications and shown on the construction documents properly packaged and labeled. Coordinate storage location with Construction Manager prior to delivery.

7. This TRADE CONTRACTOR shall include all testing related work including but not limited to moisture, etc... All testing and results are to be documented and transmitted within 2-working days of test completion to Construction Manager.
8. This TRADE CONTRACTOR shall be responsible for protecting any and all flooring and related materials and equipment on-site and as specified: prior to installation, during installation and/or until final acceptance by Construction Manager.
9. All materials to be staged in approved location by Construction Manager and owner. This TRADE CONTRACTOR shall be responsible for coordinating staging/storing location with Construction Manager prior to any onsite delivery.
10. 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.
11. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
12. All surplus (left-over) flooring materials shall be hauled off site by this TRADE CONTRACTOR. This material shall not to be placed in an on-site dumpster.

#### **ALLOWANCES, BOND, & ALTERNATES**

1. This TRADE CONTRACTOR **shall include an allowance of \$30,000.00 in their base bid** for floor prep and leveling and moisture mitigation. 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 shall provide **Unit Pricing** / S.F. for additional Flooring Leveling, if necessary, due to unforeseen conditions. Unit Pricing shall include all labor and material. Unit Pricing to be placed in designated location on Bid Form.
3. This TRADE CONTRACTOR shall provide **Unit Pricing** / S.F. for Flooring mitigation, if necessary, due to failed alkalinity or moisture tests. Unit Pricing shall include all labor and material. Unit Pricing to be placed in designated location on Bid Form.

- 4. 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 003000 –Scope**

**BG7C BP73 SCOPE OF WORK FOR ACOUSTICAL CEILINGS - NORTH 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, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 7C as they relate to Acoustical Ceilings. 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.

**Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Bid Group 7, shown as the western portion of the dashed line included in architectural plans.**

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 suspended acoustical ceiling components including: acoustical panels (ACT-1, ACT-2, ACT-3), metal suspension systems, perimeter suspension edge trim, metal edge moldings, shadow moldings, trim, compasso trim, transition trims, hangers, tie wires, fasteners, etc. as listed in Specification Section 095113 – Acoustical Panel Ceilings and shown on the reflected ceiling plans in the drawings.

**NOTE:** This TRADE CONTRACTOR shall be responsible for the suspended wood grille ceiling (WG-1) shown in the Reflected Ceiling Plans and detailed on A3.10.

**NOTE:** This TRADE CONTRACTOR shall also coordinate sprinkler heads with the Fire Protection TRADE CONTRACTOR.

**NOTE:** This TRADE CONTRACTOR shall not be responsible for any gypsum board ceilings (GYP-1) as shown in the Reflected Ceiling Plans. This shall be responsibility of the Framing and Drywall Contractor.

3. This TRADE CONTRACTOR shall be responsible for the coordination and accommodation of miscellaneous equipment and fixtures scheduled to be installed in acoustical ceilings including but not limited to grilles, diffusers, access panels, light fixtures, fire alarm fixtures, sprinklers, etc. as listed in the specifications and shown on the construction documents.
4. This TRADE CONTRACTOR shall be responsible of providing mockups as defined/ detailed in the specifications.
5. This TRADE CONTRACTOR shall be responsible for any and all final adjustments to the suspension system for final light fixture and sprinkler head location and positioning.

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6. This TRADE CONTRACTOR shall provide all clip hangers, angles, and miscellaneous metal of any nature, which is required for work covered by this Contract.
7. This TRADE CONTRACTOR shall be responsible for protecting any and all Acoustical Ceilings 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**

8. 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.
9. 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**



**BG7C BP75 SCOPE OF WORK FOR PAINTING – NORTH 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, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 7 as they relate to Painting. 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.

**Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Bid Group 7, shown as the western portion of the dashed line included in architectural plans and reflected ceiling plans.**

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 Paint (all types including urethane paint), Sealants, Coatings, Primer, Painting all Primed and or Galvanized Metal Surfaces, all exposed Structural Steel/ elements, all Hollow Metal Doors & Frames, stair stringers, exterior AESS Columns, HM Framed Openings, all exposed utility piping, Sealed Concrete Floors, etc... as listed in the specifications and shown on the construction documents.

**NOTE:** This TRADE CONTRACTOR shall be responsible for painting ALL wall and ceiling control joints, U.N.O. Refer to Finish Legend Notes on A10.00.

**NOTE:** This TRADE CONTRACTOR shall be responsible for all Finish Legend Notes on A10.00 as they relate to this scope of work.

3. This TRADE CONTRACTOR shall be responsible for painting all drywall ceilings and soffits, masonry walls, drywall walls, column enclosures/infills, etc. as shown and specified.
4. This TRADE CONTRACTOR shall be responsible for painting the exposed underside of roof deck and floor structure, exposed structural steel, beams, exposed utility piping, ductwork and all other paintable surfaces where there will be an open ceiling per General Note 4 on A3.01.

**NOTE:** This TRADE CONTRACTOR shall be responsible for painting all exposed ceilings in the South Balcony, Gymnastics Balcony, Gym, Multipurpose, and Alley.

**NOTE:** This TRADE CONTRACTOR shall be responsible for painting all custom letter and logos painted on CMU per the interior elevations.

5. This TRADE CONTRACTOR shall be responsible for painting all exposed structural steel columns and posts, beams, lintels, AESS columns, all exposed steel stair elements, including but not limited to, metal pans, stringers, columns/posts, risers, etc.

00300-1

6. This TRADE CONTRACTOR shall be responsible for all Concrete Sealer SC-1 as shown on drawings and specifications. All electrical and storage rooms shall receive concrete sealer unless otherwise specified in the drawings.
7. Start of work by this trade contractor on top of or against any other surface acknowledges this trade contractor's acceptance of quality and completeness of that surface.
8. This TRADE CONTRACTOR shall be responsible of providing mockups as defined/ detailed in the specifications.
9. This TRADE CONTRACTOR is responsible to provide all ladders, scaffolding, hoisting, lifts, etc. necessary to complete work in accordance with project schedule.
10. This TRADE CONTRACTOR shall provide proper protection of all flooring and adjacent surfaces. Any damage will be responsibility of this trade contractor.
11. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
12. This TRADE CONTRACTOR shall perform daily clean-up operations and shall comply with all OSHA safety requirements.
13. This TRADE CONTRACTOR shall provide, on a separate form to be submitted with bid documents, a quantity take-off and cost breakdown of this bid.
14. 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.
15. This TRADE CONTRACTOR is responsible for furnishing, delivering and properly labeling all Extra Materials required per the specifications.

**ALLOWANCES, BOND, & ALTERNATES**

16. This TRADE CONTRACTOR **shall include an allowance of \$25,000.00 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.
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.

00300-2

**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**

**BG7C BP77 SCOPE OF WORK FOR LOW VOLTAGE, SECURITY, PAGING & DATA –  
NORTH 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, Structural, Demolition, Architectural, Interior Design, Furniture, MEP, AV, SS and Technology Sheets included in this Bid Group 2 as they relate to Low Voltage, Security, Paging and Data. 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.

**Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Bid Group 7, shown as the western portion of the dashed line included in architectural plans and reflected ceiling plans.**

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, Access Control, Security, Intercom and Paging components including but not limited to 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 shall be responsible for INSTALL AND CABLING of the OWNER provided Wireless Access Points (WAPs). WAPs to be installed by this TRADE CONTRACTOR. Refer to T0.00 and specifications for further detail and instructions.

**NOTE:** This TRADE CONTRACTOR shall **NOT** be responsible for furnishing or installing AV components/ system. This scope is by the AV TRADE CONTRACTOR.

3. 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 CCTV (Video Surveillance System) and all associated components including all cameras (fixed view, panamorphic, PTZ, etc...), camera mounts as specified (including associated mounting hardware), camera housings, 24v power supply panel(s), NVR (including software), server(s), keyboard, flatscreen(s), monitor(s), DVD recorder(s), etc... all work as listed in the specification division 28 and shown on the construction documents.

**NOTE:** This TRADE CONTRACTOR is responsible for the furnish and install of the associated raceways, conduits, boxes, and all required rough-in materials for these systems. Floor boxes shown on the Electrical Drawings will be provided and installed by the ELECTRICAL CONTRACTOR.

00300-1

**NOTE:** This TRADE CONTRACTOR shall **NOT** be responsible for fire stopping/ acoustically sealing thru wall penetrations in rated walls as indicated on construction documents and/or as specified in the project manual. This work is to be completed by the **GENERAL TRADES BID PACKAGE**.

**NOTE:** This TRADE CONTRACTOR shall bond and ground all items listed in General Notes on S0.00 and T0.00.

4. 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.
5. This TRADE CONTRACTOR shall provide and install all data racks, patch panels, punch down blocks, cable trays, Coaxial Cabling (CATV/SATV), CAT 6 cabling (plenum and non-plenum rated), fiber optic cabling, Patch Cords, telephone cabling, Innerduct (if applicable), terminations, testing, etc... as required within the specifications and indicated on drawings.
6. 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: All Specification sections in Divisions 27 & 28, General Notes on Sheet T0.0, SS0.00, AV0.00, all sheets under the Technology Scope and applicable sheets under the Electrical Scope.

**NOTE: This TRADE CONTRACTOR shall be responsible for any drilling of door frames or other surfaces/materials for installation of equipment by this TRADE CONTRACTOR including but not limited to card readers and access control systems.**

7. This TRADE CONTRACTOR is required to provide all required warranties, testing, as-builts as required in the drawings & specifications.
8. 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).
9. This TRADE CONTRACTOR shall include any and all required programming, controls, etc... as required for fully operational system(s).
10. 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.
11. 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.
12. 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.
13. 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.

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**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.

- 14. This TRADE CONTRACTOR is responsible to provide all ladders, scaffolding, hoisting, lifts, etc. necessary to complete work in accordance with project schedule.
- 15. 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.
- 16. This TRADE CONTRACTOR shall provide proper protection of all flooring and adjacent surfaces. Any damage will be responsibility of this TRADE CONTRACTOR.
- 17. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
- 18. This TRADE CONTRACTOR shall perform daily cleanup operations and shall comply with all OSHA safety requirements.
- 19. 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**

- 20. This TRADE CONTRACTOR **shall include an allowance of \$15,000.00 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.
- 21. 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: \_\_\_\_\_

00300-3

**END OF SECTION 00300 –Scope**

**BG7C BP78 SCOPE OF WORK FOR A/V – NORTH 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, Structural, Demolition, Architectural, Interior Design, Furniture, MEP, AV, SS and Technology Sheets included in this Bid Group 7 as they relate to Audio/ Visual Systems. 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.

**Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Bid Group 7, shown as the western portion of the dashed line included in architectural plans and reflected ceiling plans.**

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 AV Components including but not limited to cables, fiber optic, UTP’s, wire management, patch cords, jacks, plates, wiring blocks, switches, AV Headends/ Interfaces, HDMI Inputs/ Outputs, HDMI Transmitters/ Receivers, AUDs, HD Base Receivers, Dual HD-SDI Jacks, Dual XLR Jacks, Touch Panels, projectors, projection screens, speakers, microphones, control panels, head end equipment, encoders, decoders, etc... all work as listed in the specification division 27 and shown on the construction documents.

**NOTE:** This TRADE CONTRACTOR IS responsible for the furnish and install of the associated wall conduits, boxes, and all related rough-in materials for these systems. Floor boxes shown on the Electrical Drawings will be provided and installed by the ELECTRICAL CONTRACTOR. Any horizontal (above-ceiling) raceways and conduit shall be provided by this TRADE CONTRACTOR if required.

**NOTE:** This TRADE CONTRACTOR shall be responsible for installing the OWNER furnished Projector, Touch Unit and Displays.

**NOTE:** This TRADE CONTRACTOR shall NOT be responsible for fire stopping/ acoustically sealing thru wall penetrations in rated walls as indicated on construction documents and/or as specified in the project manual. This work is to be completed by the GENERAL TRADES BID PACKAGE.

**NOTE:** This TRADE CONTRACTOR shall bond and ground all items listed in General Notes on AV0.00.

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 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: All Specification sections in Divisions 27 & 28, General Notes on Sheet AV0.00.

5. This TRADE CONTRACTOR is required to provide all required warranties, testing, as-builts as required in the drawings & specifications.
6. 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).
7. This TRADE CONTRACTOR shall include any and all required programing, controls, etc... as required for fully operational system(s).
8. 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.
9. 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.
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.

**ALLOWANCES, BOND, & ALTERNATES**

12. 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: \_\_\_\_\_

00300-2

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.

**BG7C BP79 SCOPE OF WORK FOR CERAMIC TILE FOR NORTH HIGH SCHOOL**

1. This TRADE CONTRACTOR shall reference ALL General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Fire Protection, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 7C as they relate to CERAMIC TILE. 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.

**Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Bid Group 7, shown as the western portion of the dashed line included in architectural plans and reflected ceiling plans.**

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 ceramic tile including all ceramic wall and floor tile, tile base, tile cove base, grout, mortar, crack isolation membrane, stainless steel profiles at edges and floor transitions as listed in the specifications and shown on the construction documents.

**NOTE:** This TRADE CONTRACTOR shall include ALL wall tile and floor tile in Servery 1-310.

**NOTE:** This TRADE CONTRACTOR shall provide all transitions between ceramic floor tile to other floor finishes (termination bar or reducer system) per details 3 and 4 on A10.00.

**NOTE:** This TRADE CONTRACTOR shall provide grouted corner at all wall tile inside corners. Refer to Finish Legend notes and specifications for further detail and instructions.

3. This TRADE CONTRACTOR shall be responsible for all layout work, measuring and field dimensioning associated with this Trade Contractor's work.
4. 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 shall be responsible for providing all shop drawings, submittals and mock-up’s per project specifications in a timely manner.

**NOTE:** This TRADE CONTRACTOR shall be responsible for furnishing and delivering any and all extra materials specified to owner as listed in the specifications and shown on the construction documents properly packaged and labeled. Coordinate storage location with Construction Manager prior to delivery.

5. This TRADE CONTRACTOR shall be responsible for protecting any and all ceramic tile and related materials and equipment on-site and as specified: prior to installation, during installation and/or until final acceptance by Construction Manager.
6. All materials to be staged in approved location by Construction Manager and owner. This TRADE CONTRACTOR shall be responsible for coordinating staging/storing location with Construction Manager prior to any onsite delivery.
7. 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.
8. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
9. All surplus (left-over) flooring materials shall be hauled off site by this TRADE CONTRACTOR. This material shall not to be placed in an on-site dumpster.

**ALLOWANCES, BOND, & ALTERNATES**

10. This TRADE CONTRACTOR **shall include an allowance of \$5,000.00 in their base bid** for floor leveling. 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 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: \_\_\_\_\_

003000-2

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

**END OF SECTION 003000 –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.

**BG7C BP80 SCOPE OF WORK FOR GYM EQUIPMENT FOR NORTH HIGH SCHOOL**

1. This TRADE CONTRACTOR shall reference ALL General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Fire Protection, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 7C as they relate to GYM EQUIPMENT. 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.

**Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Bid Group 7, shown as the western portion of the dashed line included in architectural plans and reflected ceiling plans.**

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 safety pads, divider curtains (alternate bid), scoreboards, basketball equipment, volleyball equipment, basketball nets, volleyball nets, goal height adjusters, folding basketball backstops / backboards, backstop electric operator, goal mounting assemblies, backboard safety pads, floor inserts, floor plates, post standards, height markers, net tensioning systems, bottom net lock tightener, judges standards, and wall mounted safety pads.

**NOTE:** This TRADE CONTRACTOR shall provide all clips, fasteners, supports and etc. for all materials supplied by this TRADE CONTRACTOR.

3. This TRADE CONTRACTOR shall be responsible for furnishing and installing ALL low voltage rough-in and terminations for this TRADE CONTRACTORS work.

Note: all power requirements to this Trade Contractors work will be provided by the electrical contractor.

4. This TRADE CONTRACTOR shall provide floor protection during the installation of this Trade Contractors work.
5. This TRADE CONTRACTOR shall provide all coring into existing conditions to accept this TRADE CONTRACTOR work.
6. 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.

003000-1

**NOTE:** This TRADE CONTRACTOR shall be responsible for providing all shop drawings, submittals and mock-up's per project specifications in a timely manner.

**NOTE:** This TRADE CONTRACTOR shall be responsible for furnishing and delivering any and all extra materials specified to owner as listed in the specifications and shown on the construction documents properly packaged and labeled. Coordinate storage location with Construction Manager prior to delivery.

7. All materials to be staged in approved location by Construction Manager and owner. This TRADE CONTRACTOR shall be responsible for coordinating staging/storing location with Construction Manager prior to any onsite delivery.
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.
9. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
10. All surplus (left-over) flooring materials shall be hauled off site by this TRADE CONTRACTOR. This material shall not to be placed in an on-site dumpster.

**ALLOWANCES, BOND, & ALTERNATES**

11. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 002010 of the General Conditions.
12. **ADD ALTERNATE #1:** This TRADE CONTRACTOR shall provide an ADD ALTERNATE for the gym divider curtain, shown on keynote C24 on A2.02B.b.

**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: \_\_\_\_\_

003000-2

**END OF SECTION 003000 –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.**

**BG7C BP81 SCOPE OF WORK FOR SPORTS WOOD FLOORING FOR NORTH HIGH SCHOOL**

1. This TRADE CONTRACTOR shall reference ALL General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Fire Protection, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 7C as they relate to GYM EQUIPMENT. 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.

**Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Bid Group 7, shown as the western portion of the dashed line included in architectural plans and reflected ceiling plans.**

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 flooring including all **WOOD SPORT FLOOR (WSF-1) and Transitions (if specified or necessary)** as listed in the specifications and shown on the construction documents.

**NOTE: This TRADE CONTRACTOR shall be responsible for ALL striping shown on Enlarged Finish Plan – Gym Striping A10.20.**

**NOTE: This TRADE CONTRACTOR shall be responsible for the furnish and install of vented rubber wall base VBC-1.**

3. This TRADE CONTRACTOR is responsible for the floor finishes as described on, and as specified in Section: 096466.13 - Wood Athletic Flooring and as shown in the Construction Documents.
4. This TRADE CONTRACTOR shall provide floor protection during the installation of this Trade Contractors work.
5. This TRADE CONTRACTOR shall be responsible for all layout work, measuring and field dimensioning associated with this Trade Contractor's work.
6. This TRADE CONTRACTOR shall be responsible for all underlayment, vapor retarders, striping, finishing, sealing and accessories of the Wood Floors as shown and specified. This Trade Contractor shall account for and make accommodations for ALL inserts and sleeves necessary for

Gymnasium Equipment that will need to be installed in these floors whether specifically shown or not.

7. This TRADE CONTRACTOR shall include all testing related work including but not limited to moisture, etc... All testing and results are to be documented and transmitted within 2-working days of test completion to Construction Manager.
8. 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 shall be responsible for providing all shop drawings, submittals and mock-up's per project specifications in a timely manner.  
  
**NOTE:** This TRADE CONTRACTOR shall be responsible for furnishing and delivering any and all extra materials specified to owner as listed in the specifications and shown on the construction documents properly packaged and labeled. Coordinate storage location with Construction Manager prior to delivery.
9. All materials to be staged in approved location by Construction Manager and owner. This TRADE CONTRACTOR shall be responsible for coordinating staging/storing location with Construction Manager prior to any onsite delivery.
10. 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.
11. **This TRADE CONTRACTOR shall provide Unit Pricing / S.F. for Flooring mitigation, if necessary, due to failed alkalinity or moisture tests. Unit Pricing shall include all labor and material. Unit Pricing to be placed in designated location on Bid Form.**
12. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
13. All surplus (left-over) flooring materials shall be hauled off site by this TRADE CONTRACTOR. This material shall not to be placed in an on-site dumpster.

**ALLOWANCES, BOND, & ALTERNATES**

14. 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 003000 –Scope**

BID DATE: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #70– Demolition  
Phase B***

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

***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.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00370 - BID FORM

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

1. This TRADE CONTRACTOR shall include an allowance of **\$30,000.00 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.

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

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00370 - BID FORM

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 00370 - 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 \_\_\_\_\_, 2019

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

(CORPORATE SEAL)

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

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

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

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

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #71– Metal Panels  
Phase B***

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

***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 (\$ \_\_\_\_\_ )

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.

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

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00371 - BID FORM

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 00371 - 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 \_\_\_\_\_, 2019

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

(CORPORATE SEAL)

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

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

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

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

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #72– Rough Carpentry  
Phase B***

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

***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 (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR shall include an allowance of **\$120,000.00 in their base bid** to account for any Unforeseen Conditions, Temporary Enclosures/ Safety Enclosures, Winter Conditions and General Labor. 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 shall include an allowance of \$20,000.00 to be included in the base bid for all misc. Joint Sealants, penetration fire-stopping, fire-resistive joint systems, Fire-resistant assembly identification, and joint sealants. 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.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00372 - BID FORM

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 00372 - 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 \_\_\_\_\_, 2019

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 \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #73– Flooring (includes EPX flooring)  
Phase B***

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

***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.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00373 - BID FORM

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

1. This TRADE CONTRACTOR **shall include an allowance of \$30,000.00 in their base bid** for floor prep and leveling and moisture mitigation. 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 shall provide **Unit Pricing** / S.F. for additional Flooring Leveling, if necessary, due to unforeseen conditions. Unit Pricing shall include all labor and material. Unit Pricing to be placed in designated location on Bid Form.

**Unit Price \$**

3. This TRADE CONTRACTOR shall provide **Unit Pricing** / S.F. for Flooring mitigation, if necessary, due to failed alkalinity or moisture tests. Unit Pricing shall include all labor and material. Unit Pricing to be placed in designated location on Bid Form.

**Unit Price \$**

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 00373 - 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 00373 - 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 \_\_\_\_\_, 2019

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 \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #74– Acoustical Ceilings  
Phase B***

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

***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 (\$ \_\_\_\_\_ )

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.

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

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00374 - BID FORM

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 00374 - 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 \_\_\_\_\_, 2019

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

(CORPORATE SEAL)

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

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

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

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

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #75– Painting  
Phase B***

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

***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 (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR shall include an allowance of **\$25,000.00 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.

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

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
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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.

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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 \_\_\_\_\_, 2019

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

(CORPORATE SEAL)

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

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

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

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

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #77– Low Voltage, Security & Communications  
Phase B***

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

***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.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00377 - BID FORM

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

1. This TRADE CONTRACTOR shall include an allowance of **\$15,000.00 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.

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

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00377 - BID FORM

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 00377 - 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 \_\_\_\_\_, 2019

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 \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #78– Audio Visual  
Phase B***

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

***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 (\$ \_\_\_\_\_ )

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.

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 00378 - 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 \_\_\_\_\_, 2019

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 \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #79– Ceramic Tile  
Phase B***

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

***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 (\$ \_\_\_\_\_ )

1. This TRADE CONTRACTOR shall include an allowance of **\$5,000.00** in their base bid for floor leveling. 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.

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

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00379 - BID FORM

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 00379 - 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 \_\_\_\_\_, 2019

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

(CORPORATE SEAL)

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

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

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

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

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #80– Gym Equipment  
Phase B***

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

***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.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00380 - BID FORM

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

1. **ADD ALTERNATE #1:** This TRADE CONTRACTOR shall provide an ADD ALTERNATE for the gym divider curtain, shown on keynote C24 on A2.02B.b.

\_\_\_\_\_ 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 00380 - 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 00380 - 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 \_\_\_\_\_, 2019

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 \_\_\_\_\_, 2019

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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: October 25<sup>th</sup>, 2019 at 10:00 a.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 7 Bid Package #81– Wood Flooring  
Phase B***

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

***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 (\$ \_\_\_\_\_ )

**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.

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

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS  
SECTION 00381 - BID FORM

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 00381 - 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 \_\_\_\_\_, 2019

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

(CORPORATE SEAL)

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

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

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

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

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

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

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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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

\_\_\_\_\_, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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**

**CHSD99 DGN BG7 Bid Schedule Durations and Anticipated Dates**

<b>Activity</b>	<b>Start Date</b>	<b>End Date</b>
Demo of existing building (previously bid)	7/15/19	7/30/19
Site demolition (previously bid)	7/30/19	7/31/19
Excavation for footings/ foundations (previously bid)	8/2/19	8/23/19
Prep & Pour Concrete Foundations (previously bid)	8/9/19	9/6/19
Underground Storm Piping (Roof drains)	9/9/19	9/13/19
Partial Backfill Concrete Foundations (previously bid)	9/9/19	9/13/19
Install Elevator A	4/1/20	4/22/20
BMP and Site Utilities and Site Concrete	5/1/20	6/22/20
Install Elevator B	7/15/20	8/5/20
Erection of Structural Steel	11/11/19	12/11/19
Detailing of Steel	12/11/19	12/31/19
Demo of windows and masonry infills of existing windows	7/29/19	8/9/19
Exterior New Masonry Walls	10/21/19	11/8/19
Interior Perimeter Masonry WALLS	12/11/19	1/20/20
Elevated Slabs (previously bid)	1/2/20	1/16/20
Underground Plumbing (Kitchen Sanitary)	11/4/19	11/18/19
Roofing (Base layer and vapor barrier to act as temp roof)	12/11/19	12/30/19
Exterior Metal Framing/ Exterior Walls	2/2/20	3/2/20
Windows & Glazing	4/1/20	5/1/20
Interior Metal Framing	1/2/20	2/2/20
Rough-in Plumbing	2/1/20	3/1/20
Finish/ Trim Plumbing	6/1/20	6/30/20
Finish Roofing Installation/ Sheet Metal	5/1/20	5/24/20
Rough-in Mechanical-Electrical	2/15/20	3/15/20
Drywall	3/15/20	5/1/20
Trim Mechanical-Electrical	6/1/20	6/30/20
Kitchen Equipment Install	6/1/20	6/30/20
Exterior Metal Panels	3/2/20	3/16/20
In-wall blocking	1/2/20	1/16/20
LULA Lift	4/1/20	4/15/20
Exposed Structure Painting	6/1/20	6/15/20
Interior Painting	6/15/20	7/1/20
Flooring	7/1/20	7/15/20
Gym Wood Flooring	7/1/20	7/15/20
Install Gym Equipment	7/15/20	8/1/20
<b>Phase B Substantial Completion</b>	<b>8/1/20</b>	