



DATE: February 1, 2021

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

SUBJECT: **ADDENDUM #1 TO THE BIDDING DOCUMENTS FOR:
North & South High School 2021 Capital Project**
COMMUNITY HIGH SCHOOL DISTRICT 99

NORTH HIGH SCHOOL
4436 MAIN STREET
DOWNERS GROVE, IL 60515

SOUTH HIGH SCHOOL
1436 NORFOLK STREET
DOWNERS GROVE, IL 60516

This addendum forms a part of the Bidding Contract Documents, dated September 14th, 2020. Bidders must acknowledge receipt of this Addendum in the space provided on the Bid Form.

Attached is this Addendum:

Question and Answer Log
BG1 BP#2 Roofing revised scope of work
BG 1 BP#2 Roofing revised bid form
Exhibit #1 – Four (4) Photos

END OF ADDENDUM



2500 North Frontage Road
Darien, IL 60561
630.969.7000
Fax 630.7370518
www.wightco.com

Project Name: District 99 North & South High School Capital 2021 Project

Project Number: 200193

Date: February 1, 2021

Bid Question/Answer Log No. 1

The following clarification information is provided in response to questions received in accordance with the bid documents for the following Bid Packages:

Bid Group: 1
Bid Packages: 1-2

#	Question	Date	Answers	Date By
1.	Will we be able to core the roof?	1-25-21	Cores were taken in 2017. <u>Area E</u> Structurally Sloped: Yes Cut Info: Gypsum Deck ¾" Fesco – Dry 2" ISO – Dry 4 Ply Pitch and Gravel	1-25-21 AT

<p>2.</p>	<p>There are (2) bid forms, one for North and one for South. Each bid form says “Total Base Bid Amount 2021 Capital Projects North & South.” Each bid has a different allowance amount, so I’m assuming two separately independent bids and projects between North & South correct?</p> <p>Bid form for South says contractor is responsible for design/engineering drawings. Is Wight the CM, the AOR, or both? Please confirm if there is a requirement for the contractor bidding on South package to provide “design/engineering” drawings. We are a contractor, we do not carry E&O insurance, we are not a design firm. We can provide shop drawings. Design/Engineer drawings are generally the responsibility of the Architect of Record.</p> <p>For the reroofing work at South:</p> <p>The project documents contain no information on the existing roof assembly other than the roofs will be installed over gypsum decks. Do you have any core information available on the existing roofs? I would like to confirm if there is lightweight insulated concrete and/or possibly two roof systems in place currently.</p> <p>Roofs are noted to have structural slope on the drawing. No saddles are indicated on the drawings, but the spec says “install tapered insulation under area of roofing to conform to slopes indicated.” No slopes have been indicated, so is the intent that no saddles will be needed on this project?</p> <p>Under 075323 (pg 9) 3.5 G. 2. a. – specs call for adhesive ribbons to be installed 4” o.c. This exceeds the manufacturer requirements given the wind pressures listed in the spec. Does Wight require 4” ribbons for this project (for performance), or is it acceptable to provide adhesive patterns that the manufacturer deems appropriate given the wind pressures listed?</p> <p>Roof Edge Fascia listed under 076200 (pg 7) 2.6 A. 2. a. is specified as .063 aluminum. This is a very thick gauge given what is shown on the detail pages for the profile of the metal. Can you confirm if .050 aluminum is acceptable?</p>	<p>1-22-21</p>	<p>The project documents contain no information on the existing roof assembly other than the roofs will be installed over gypsum decks. Do you have any core information available on the existing roofs? I would like to confirm if there is lightweight insulated concrete and/or possibly two roof systems in place currently.</p> <p><i>A: See attached area E cores. Structurally sloped – yes, Gypsum deck, ¾” Fesco – Dry, 2” ISO – Dry, 4 ply pitch and gravel.</i></p> <p>Roofs are noted to have structural slope on the drawing. No saddles are indicated on the drawings, but the spec says “install tapered insulation under area of roofing to conform to slopes indicated.” No slopes have been indicated, so is the intent that no saddles will be needed on this project?</p> <p><i>A: provide saddles as required around equipment curbs and/ roof hatch to positively drain towards roof drain locations.</i></p> <p>Under 075323 (pg 9) 3.5 G. 2. a. – specs call for adhesive ribbons to be installed 4” o.c. This exceeds the manufacturer requirements given the wind pressures listed in the spec. Does Wight require 4” ribbons for this project (for performance), or is it acceptable to provide adhesive patterns that the manufacturer deems appropriate given the wind pressures listed?</p> <p><i>A: yes Wight requires 4” ribbons for this project</i></p> <p>Roof Edge Fascia listed under 076200 (pg 7) 2.6 A. 2. a. is specified as .063 aluminum. This is a very thick gauge given what is shown on the detail pages for the profile of the metal. Can you confirm if .050 aluminum is acceptable?</p> <p><i>A: If .050 aluminum passes the FM uplift test than yes it is acceptable to use the .050 aluminum; however, if you can not provide it passes the FM uplift test then .063 aluminum must be provided.</i></p> <p>Detail #6/A2.06.g shows a “New Sheet Metal Flashing” under the stone cap which is to be removed and replaced. Without having seen the building or the condition of the wall and stone cap, I would like to recommend a more cost effective method of flashing at this location may be to simply run the roofing membrane up the underside of the coping and terminate with a surface mounted counter-flashing under the stone cap. If this is not acceptable, we will price accordingly to have a mason remove and reset the stone caps.</p>	<p>AT</p> <p>1-28-21</p>
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	<p>Detail #6/A2.06.g shows a “New Sheet Metal Flashing” under the stone cap which is to be removed and replaced. Without having seen the building or the condition of the wall and stone cap, I would like to recommend a more cost effective method of flashing at this location may be to simply run the roofing membrane up the underside of the coping and terminate with a surface mounted counter-flashing under the stone cap. If this is not acceptable, we will price accordingly to have a mason remove and reset the stone caps.</p> <p>Details #9 & #10/A2.06.g note “Provide through wall flashing with two-piece metal counter-flashing.” Can you please confirm your intent is for the prime contractor to provide masons to remove 3 courses of brick, and provide a new rubberized/self-adhered flashing behind the brick, over a new through wall sheet metal receiver (we would recommend copper for the receiver), and then close the wall back up? I want to ensure the intent is NOT to provide a simple reglet cut counter-flashing or surface mounted counter-flashing, but to actually provide a “through-wall” assembly. The price is considerably higher for the through-wall.</p> <p>Specifications under rough carpentry call for all wood blocking to be removed. Drawings indicate “repair or replace as required.” Can you confirm if Wight wants all existing carpentry demo’d and replaced with new, or leave existing carpentry in place, add more as needed for the new work, and remove any existing damaged on a unit cost basis?</p>		<p><i>A: no please price according to drawings.</i></p> <p>Details #9 & #10/A2.06.g note “Provide through wall flashing with two-piece metal counter-flashing.” Can you please confirm your intent is for the prime contractor to provide masons to remove 3 courses of brick, and provide a new rubberized/self-adhered flashing behind the brick, over a new through wall sheet metal receiver (we would recommend copper for the receiver), and then close the wall back up? I want to ensure the intent is NOT to provide a simple reglet cut counter-flashing or surface mounted counter-flashing, but to actually provide a “through-wall” assembly. The price is considerably higher for the through-wall.</p> <p><i>A: Correct provide a “through-wall” assembly</i></p> <p>Specifications under rough carpentry call for all wood blocking to be removed. Drawings indicate “repair or replace as required.” Can you confirm if Wight wants all existing carpentry demo’d and replaced with new, or leave existing carpentry in place, add more as needed for the new work, and remove any existing damaged on a unit cost basis?</p> <p><i>A: leave existing carpentry in place, add more as needed for the new work, and remove any existing damaged.</i></p>	
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3.	<p>1. Confirm black EPDM or white EPDM. Spec calls out both.</p> <p>2. Drawings call for ½” base sheet and the specification defines Base sheet as shown: E. Base Sheet: 1. Expanded Perlite, Reinforcing Cellulosic Fibrous substrate, ASTM C 728, 3/4 inch thick. a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following: 1) Johns Manville; Fesco Board. 2) USG; Securock Gypsum-Fiber Roof Board.</p> <p>Normally, I would refer to these products as a substrate board. Please confirm one of these fastened board over the gypsum deck</p>		<p>1. Confirm black EPDM or white EPDM. Spec calls out both. A: Black EPDM</p> <p>2. Drawings call for ½” base sheet and the specification defines Base sheet as shown: E. Base Sheet: 1. Expanded Perlite, Reinforcing Cellulosic Fibrous substrate, ASTM C 728, 3/4 inch thick. A: ¾” shall be provided. a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following: 1) Johns Manville; Fesco Board. 2) USG; Securock Gypsum-Fiber Roof Board.</p> <p>Normally, I would refer to these products as a substrate board. Please confirm one of these fastened board over the gypsum deck. A: Correct this would fasten over the existing gypsum deck.</p>	AT 1-22-21
4.	<ul style="list-style-type: none"> • North is a chiller and pump replacement. What is the work in the south? • Are we to bid just the mechanical work? • Is there a construction schedule? • Is the project tax exempt? • Is the owner draining and refilling the system? 		<ul style="list-style-type: none"> • North is a chiller and pump replacement. What is the work in the south? South is a roofing replacement job. No HVAC. • Are we to bid just the mechanical work? The scope describes this but you will need to carry the electrical work (sub it out). Controls are by the owners control contractor. • Is there a construction schedule? Needs to be done summer of 2021. June 1st through August 1st. • Is the project tax exempt? Yes • Is the owner draining and refilling the system? Yes they will drain the system and refill it. 	AT 1-28-21
5.	HVAC Contractor is to carry the Electrician	1-25-21	YES	NS 2-1-21

6.	<p>There are (2) bid forms, one for North and one for South. Each bid form says “Total Base Bid Amount 2021 Capital Projects North & South.” Each bid has a different allowance amount, so I’m assuming two separately independent bids and projects between North & South correct?</p> <p>Bid form for South says contractor is responsible for design/engineering drawings. Is Wight the CM, the AOR, or both? Please confirm if there is a requirement for the contractor bidding on South package to provide “design/engineering” drawings. We are a contractor, we do not carry E&O insurance, we are not a design firm. We can provide shop drawings. Design/Engineer drawings are generally the responsibility of the Architect of Record.</p>	1-25-21	<ol style="list-style-type: none"> 1. (2) separate bids. HVAC is for DG North and Roofing Work is for DG South. 2. Only shop drawings are required by the Trade Contractor 	
7.	<p>With the snow, are there photos that can be shared of the roof.</p>	1-28-21	Yes. See attached exhibit 1.	NS 2-1-21
8.	<p>I’m requesting clarification regarding the electrical disconnect switches for CH-1:</p> <ol style="list-style-type: none"> 1. Drawing E3.01-S21 states the electrical contractor is to “Provide and install (02) new fused disconnect switches for CH-1”. 2. Drawing M5.0-S21 chiller schedule states “Provide non fused disconnect switch for CH-1” Chiller-1 is furnished with two disconnect switches. 	1-29-21	<ol style="list-style-type: none"> 1. We wanted non-fused disconnect, but it wasn’t an option available with Carrier our BOD. The Electrical drawing will govern here, so please let the contractor know that “ Provide and install (02) new fused disconnect switches for CH-1”. 	NP 1-29-21

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 Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE (June 1st, 2021 through August 1, 2021) 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 all roofing replacement for the project and related assemblies, including but not limited to: EPDM Roofing, cover boards, roof patching, misc. Break Metal, Drain Pans, etc.. as necessary for a complete Roof System. This trade contractor shall also furnish and install all required roof insulation, tapered roof insulation, tapered edge strips, crickets, saddles, scuppers, vapor barriers/fluid applied water barriers, all flashing, gravel stop, counter flashing, valley flashing, through wall flashing, pre-finished sheet metal coping, termination bars, cant strips, receivers, all sheet metal associated with the roofing including drip edge and associated cleat, all roof expansion joints, reglets, all roof system fasteners as required. All work according to the specifications and shown on the construction documents.

NOTE: This TRADE CONTRACTOR is responsible for furnishing or installing the Wood Roof Blocking as shown on the details. If existing roof blocking is in poor shape and needs to be replaced, direction will be given by the CM to do so.

NOTE: This TRADE CONTRACTOR is responsible for all removal of existing roof system and components and providing dumpsters for proper disposal of the removed material. Location of dumpsters to be coordinated with the CM prior to being delivered to the jobsite.

NOTE: This TRADE CONTRACTOR is responsible to remove and reinstall stone coping as shown on detail 6/A2.06g. Provide Alternate to remove and dispose of stone coping and furnish and install metal coping to match adjacent coping (grey). Include any blocking required to install this coping. See alternate #3 below.

NOTE: This TRADE CONTRACTOR is responsible to include all flashing for all existing penetrations whether shown on the drawings or not.

NOTE: This TRADE CONTRACTOR is responsible remove and replace existing roof drains.

3. This TRADE CONTRACTOR shall furnish and install all work required for all roof curbs and parapet walls, including but not necessarily limited to, all bonding adhesives, flashing membranes, pre-finished metal coping, all fasteners, splicing cement, lap sealant, and other roofing materials not specifically mentioned. All work according to the drawings, specifications and contract documents.
4. This TRADE CONTRACTOR shall furnish and install all flashing for all roof penetrations as shown on the drawings and according to the specifications and contract documents. All penetrations shown on any drawing (Mechanical, Electrical, Etc.) contained in the set are the responsibility of this TRADE CONTRACTOR.

00300-1

5. This TRADE CONTRACTOR shall furnish and install all stainless-steel clamping rings, all water cut-off mastic, all pre-molded pipe seals, all in-seam sealant, all uncured elastoform flashing, lap sealants, etc. required for the vents as shown on the drawings and contract documents.
6. This TRADE CONTRACTOR shall furnish and install all joint sealant, lap sealant, mastic and caulking (at any flashing and counter flashing) as it relates to this Trade Contractor's scope of work.
7. This TRADE CONTRACTOR shall be responsible for all necessary tapering of insulation materials as to provide proper drainage according to the specifications and shown on the construction documents.

Note: At TRADE CONTRACTOR'S own expense any and all ponding issues shall be immediately addressed.

8. This TRADE CONTRACTOR shall be responsible for any and all patching, flashing, and booting for roof penetrations in new roofing system including but not limited to: plumbing and HVAC vents, electrical conduit, roof curbs, etc. according to the specifications and shown on the construction documents.
9. This TRADE CONTRACTOR shall be responsible for the demolition of existing roofing system per the Architectural Roofing Demolition Drawing.

Note: A temporary roofing "flap" shall be provided to overhang all exposed edges of existing roofs for weather protection. Assume this flap is 6' in width along the entire length of exposure.

10. This TRADE CONTRACTOR shall be responsible for flashing and making water tight the rails, box curbs, etc, for the mechanical equipment. Rails/curbs will be furnished and installed by HVAC.
11. Roofing debris will not be allowed to accumulate on the project and must be disposed of daily in the proper container. This TRADE CONTRACTOR shall police the landscaped areas removing any roofing and steel metal debris, which may have been carried off-site by wind. This TRADE CONTRACTOR shall also be responsible to ensure that no debris or leftover material is left on the roof after this TRADE CONTRACTOR's scope of work is completed.
12. This TRADE CONTRACTOR is responsible for providing all work, necessary testing, field inspection and final inspection report from manufacturer for all required warranties. Testing to include water testing.
13. This TRADE CONTRACTOR shall be responsible for temporary protection of this Trade Contractor's material whether installed or not. This TRADE CONTRACTOR shall properly protect the roofing system at the end of each workday and upon completion of the work to ensure moisture does not penetrate the roofing system.
14. This TRADE CONTRACTOR shall provide safe work plan for protection of all openings & penetrations, proximity to other trade contractors, working at roofline, etc..
15. This TRADE CONTRACTOR shall complete all pre-construction due-diligence required for the work of this trade contractor including but not limited to verification of adequacy and location of blocking/backing for attachments, installation and proper clearances.

00300-2

16. This TRADE CONTRACTOR shall provide manufacturer’s authorize service representative for intermittent and final inspections.

ALLOWANCES, BOND, & ALTERNATES

1. This TRADE CONTRACTOR shall include an allowance of **\$20,000.00 in their base bid to account for any unforeseen conditions.** Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
2. **Alt. Bid #1 - This TRADE CONTRACTOR shall provide an ADD Alternate Price for removal and replacement of Wall mounted ladder shown in detail 10/A2.06g. remain.**
3. **Alt. Bid #2 - This TRADE CONTRACTOR shall provide an ADD Alternate Price for removal and replacement of (4) roof drains and strainers utilizing existing drain piping.**
4. **Alt. Bid #3 – THIS TRADE CONTRACTOR shall** Provide Deduct Alternate to remove and dispose of stone coping and furnish and install metal coping to match adjacent coping (grey). Include any blocking required to install this coping.
5. **Alt. Bid #4 – THIS TRADE CONTRACTOR shall** Provide ADD Alternate to remove and dispose of existing roof hatch and furnish and install new roof hatch. Include any blocking required to install this roof hatch.
6. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

ACCEPTANCE

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.
2500 North Frontage Road
Darien, IL 60561

Signed: _____

Printed Name: _____

Position: _____

Date: _____

END OF SECTION 00300 –Scope

00300-3

BID DATE: February 4th at 10:00 a.m. (CST)
(via Building Connected)

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

RECEIVED BY:

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #02-Roofing Replacement (South)
South High School
1436 Norfolk Street
Downers Grove, IL 60516

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 **2021 Capital Projects North & South:**

_____ Dollars (\$ _____)

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

Alternate #1

Alt. Bid #1 - This TRADE CONTRACTOR shall provide an ADD Alternate Price for removal and replacement of Wall mounted ladder shown in detail 10/A2.06g. remain.

ADD _____ Dollars
(\$ _____)

Alternate #2

Alt. Bid #2 - This TRADE CONTRACTOR shall provide an ADD Alternate Price for removal and replacement of (4) roof drains and strainers utilizing existing drain piping.

ADD _____ Dollars
(\$ _____)

Alternate #3

Alt. Bid #3 - This TRADE CONTRACTOR shall Provide Deduct Alternate to remove and dispose of stone coping and furnish and install metal coping to match adjacent coping (grey). Include any blocking required to install this coping.

DEDUCT _____ Dollars
(\$ _____)

Alternate #4

1. **Alt. Bid #3 - This TRADE CONTRACTOR shall Provide ADD Alternate to remove and dispose of existing roof hatch and furnish and install new roof hatch. Include any blocking required to install this roof hatch.**

ADD _____ Dollars
(\$ _____)

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).

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.

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 _____, 2021

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 __, 2020

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 _____, 202

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
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 _____, 2021

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 _____, 2021

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 _____, 2021

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 or 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 – 2021 Capital Projects North & South

Name: _____ Title: _____
(Print or Type)

Signature: _____ Date: _____

END OF SECTION 004101



Exhibit #1- Four (4) Photos Roofing South High School







