



Wight & Company

wightco.com

.....
2500 North Frontage Road

Darien, IL 60561

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DATE: February 28th 2020

FROM: Wight Construction Services, Inc.
2500 N. Frontage Road
Darien, IL 60561

SUBJECT: ADDENDUM #1 TO THE BIDDING DOCUMENTS FOR:
BG#1
SUMMER 2020 CAPITAL PROJECT
COMMUNITY HIGH SCHOOL DISTRICT 99

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

- I. **All Scope of Work**
- II. **Scope of Work - BP#02 General Trades, BP#03 Plumbing, BP#4 HVAC and BP#5 Electrical**
- III. **Bid Forms- BP#02 General Trades, BP#03 Plumbing, BP#4 HVAC and BP#5 Electrical**

END OF ADDENDUM #1

PART 1 GENERAL

1.1 SUMMARY

A. General Notes Pertaining to all and or specific Bid Packages:

Scope: ALL SCOPE

Attendees:

Project: Community High School District 99 – Life Safety 2020 – NORTH and Summer Capital Projects - South

<u>REVIEW ITEM</u>	<u>COMMENTS</u>
Schedule, sequencing of work: Per contract documents.	Coordinate all site activities with WCS Site Superintendent
Payment Procedure:	Billing Schedule will be sent out
Bonds (P&P)	Per project manual
Insurance:	Per project manual
Work areas to be clean at all times; transport waste to dumpsters	Per project manual
Correspondence / Communication	To Project Manager (Nick Sleboda)
Temporary Utilities	By this trade contractor
Submittals shall be transmitted via the Submittal Exchange website: www.submittalexchange.com	Per project manual Section 01300 - Submittals
Variations	Only with Prior approval of WCS project manager (Nick Sleboda)
Change Orders	Only with Prior approval of WCS project manager (Nick Sleboda)
Prevailing Wages DuPage County	Per project manual
Certified Payroll	Per project manual
Safety, meetings, documentation including Safety Data Sheet	Per project manual, will attend & provide documentation as required.
Meeting:	Will attend
Weekly Meetings:	Will attend
Storage of Materials, Lay down areas, Deliveries	As coordinated with WCS Site Superintendent
Warranties	Per project manual
O&M Manuals	Per project manual
Quality Control/Assurance	Per project manual
Permitting responsibility, call out for own inspections	As required by DuPage County
Crew Size expectations:	As required per project schedule
MWBE Participation	N/A
City of Chicago Residency Participation	N/A
Premium time	Only as directed by WCS project manager (Nick Sleboda)
Close Out Submittal Package Line Item	Trade Contractor to provide Close Out Line Item in Schedule of Value at a rate of 1% of Contract Value.

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.

GENERAL

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1. Each TRADE CONTRACTOR shall submit one fully executed copy of AIA Document A305 “Contractor’s Qualification Statement” prior to the bid due date as identified in the Notice to Bidders. Faxed submittals are acceptable. A305 document copies may be obtained from the Chicago AIA office located at 222 Merchandise Mart Plaza, Suite 1049, Chicago, IL 60654
2. Each Trade Contractor shall exclude tax payment of Retailers’ Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax, as required by IL Law. The Tax exemption identification number will be issued to the successful bidder upon award of the subcontract.
3. The industry rule of thumb term “Use is Acceptance” will be enforced.
 - a. When work is performed, it will be assumed this TRADE CONTRACTOR has inspected and accepted the quality and coordination of the work of other TRADE CONTRACTORS that this TRADE CONTRACTOR is working on or against.
 - b. Start of work by this TRADE CONTRACTOR on top of or against any other surface means this TRADE CONTRACTOR has accepted the quality and completeness of that surface.
 - c. This TRADE CONTRACTOR is responsible for preparing (i.e. cleaning) adjacent surfaces including but not limited to those surfaces completed by others prior to proceeding.
4. As defined by the American Institute of Architects, “the Contractor is the person or entity identified as such in the agreement and is referred to throughout the Contract as if singular in number. The term “Contractor” means the Contractor or the Contractor’s authorized agent.” TRADE CONTRACTOR, Subcontractor, Sub-Tier Contractor or any derivative thereof shall all be considered synonymous with Contractor.
5. This TRADE CONTRACTOR shall be responsible for taking appropriate measures to protect existing conditions including but not necessarily limited to perimeter landscaping, curbs, gutters, drives and walks, light poles, power poles, hydrants, etc... from damage that may be caused by this work.
6. ALL TRADE CONTRACTORS shall promptly notify the Construction Manager of any damage caused to their work by another TRADE CONTRACTOR and shall be responsible to remedy their claim with the party causing the damage. Should the responsible party, within 24 hours notice, fail to remedy all damages or loss, the Construction Manager shall have the right to remedy the situation and the cost thereof will be back charged to the TRADE CONTRACTOR responsible for the damage or loss.
7. Performance Clause: All TRADE CONTRACTORS shall at all times supply a sufficient number of jurisdictionally skilled workers to perform, with promptness and diligence, the work covered by contract. Should any workers performing work covered by contract engage in a strike, work stoppage and/or slowdown of any kind or cease to work because of picketing or a labor dispute of any kind, Construction Manager may, at its option and without prejudice to any other remedies it may have, after twenty-four (24) hours written notice to Contractor, provide any such labor and deduct the cost thereof from any moneys then due or thereafter to become due to Contractor. Further, Construction Manager may at its option, without prejudice to any other remedies it may have, terminate the employment of Contractor for work under this contract. Construction Manager shall have the right to enter upon the premises and take possession, for the purpose of completing the work hereunder, of all Contractors’ materials, tools and equipment thereon. Further, Construction Manager may finish the work either with its own employees or those of other contractors. When terminated by Construction Manager, Contractor will not receive any further payments under the contract or otherwise. Contractor shall remain liable for any damages that Construction Manager incurs. If

expenses incurred by Construction Manager, in completing the work, exceed the unpaid balance due Contractor, Contractor shall pay difference to Construction Manager. In addition, Construction Manager may collect other damages incurred as a result of Contractor's default. Construction manager shall have a lien upon all on-site material, tools, equipment or other property of Contractor to secure payment thereof. In the event of any inconsistency between the provisions of the performance clause and any other provisions of the contract or the contract documents, the provisions for the performance clause shall prevail. Any provisions of the contract or the contract documents with respect to arbitration or determination of disputes arbitrator or others shall not apply to this performance clause.

8. If the work of this TRADE CONTRACTOR is determined by Construction Manager to be deficient in any way this TRADE CONTRACTOR understands and accepts that in-progress and/or completed work will be redone at the full expense of this TRADE CONTRACTOR on a time line as established by Construction Manager.
9. All TRADE CONTRACTORS are required to conduct a preliminary punch list walk through with the Construction Manager. TRADE CONTRACTORS will have an allotted time frame to complete deficiencies. TRADE CONTRACTOR is also required to conduct a final walk through with the Construction Manager and Owner and correct and complete those deficiencies within 2 weeks of final punch list. If the TRADE CONTRACTOR fails to complete punch list within allotted time frame, the Construction Manager reserves the right to hire a separate TRADE CONTRACTOR to make the corrections to complete those punch list items not addressed and back charge the TRADE CONTRACTOR at the cost of the work plus \$100 per calendar day delay after the 2 week deadline referenced above.
10. All drawings and notes, specification sections, local and state codes, and scopes of work should be referenced by this trade contractor and are applicable to the scope of the work under all accounts.
11. Although Specifications are allocated to the respective "Scopes of Work", it is the intention of the Construction Manager that each TRADE CONTRACTOR read all Specification Sections (for all packages), and that the Scopes of Work shall take precedence over any allocation of work made by the Architect/Engineer on the other bidding documents.
12. All TRADE CONTRACTORS shall be responsible for all testing listed in the specifications and required by the Construction Manager.
13. 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 substantial completion date and durations indicated in the Construction Schedule. Reference Division 0 – Bidding and Contract Requirements, Section 01250 – Construction Schedule.
14. This TRADE CONTRACTOR shall provide labor rates for straight, premium, and double time in the appropriate location on the bid form
15. TRADE CONTRACTOR shall be prepared to meet within one business day after bid opening to conduct scope reviews, provide submittal log and discuss award of contract.
16. All TRADE CONTRACTORS shall be responsible for coordinating with any and all other contractors through the Construction Manager in order to achieve the final result and schedule.

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17. The CONSTRUCTION MANAGER will provide bench mark and building corners ONLY. All TRADE CONTRACTORS shall protect and maintain all survey work by OTHERS.. All TRADE CONTRACTORS shall be responsible for all layout related to this TRADE CONTRACTOR's work and shall coordinate this layout work with the layout of adjacent work by OTHER.
18. All TRADE CONTRACTORS shall be responsible for all temporary power needed by this TRADE CONTRACTOR.
19. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
20. ALL TRADE CONTRACTORS are required to send a project manager and foreman to attend weekly TRADE CONTRACTORS coordination and safety meetings held by the CONSTRUCTION MANAGER. Date and location to be determined. An unexcused absence from this meeting could result in contract termination.
21. ALL TRADE CONTRACTORS shall be responsible for all work required by them for installation of their products but not shown on the bid documents. All costs associated with this work are the responsibility of the contractor requiring the work.
22. All TRADE CONTRACTORS shall be responsible for all testing, preinstallation meetings, and quality control listed in the contract documents.
23. All TRADE CONTRACTORS shall be responsible for all information included in the specifications. There are no exclusions allowed and any substitutions must be pre-approved by the architect of record.
24. ALL TRADE CONTRACTORS shall be responsible for general note on all drawings as it pertains to their scope of work.

LOGISTICS

25. Each Trade Contractor shall coordinate all on-site activities including but not limited to site access, site parking, deliveries, etc. with Wight Construction Services, Inc. on-site supervision. Reference site utilization plan and other site specific plans.
26. All materials to be staged in approved location by Construction Manager.
27. Each Trade Contractor shall include their own dumpsters.
28. ALL TRADE CONTRACTORS furnishing material for delivery and installation at any time on this project shall be responsible for the purchase and storage of that material at no additional cost to the Owner. Payment for stored material will be according to Contract Documents.
29. All TRADE CONTRACTORS shall be responsible for cleaning mud and stone off of the tires and tracks of their vehicles and construction equipment prior to entering public roadways off of the project site. All TRADE CONTRACTORS shall be responsible for repair of ruts and removal of trapped water on a continuous basis caused by the use of their motorized equipment.
30. The construction site hours are from **7:00 AM to 3:30 PM**. Contractors requiring off hours access shall acquire written permission in advance from CONSTRUCTION

MANAGER. **The site construction hours and traffic times are subject to change by the Owner and Design/Builder and will be confirmed prior to the start of work.**

31. It is the responsibility of each TRADE CONTRACTOR to assure that his respective area of construction is watertight and protected from the elements, as necessary and as a result of his work, throughout the construction period.
32. ALL TRADE CONTRACTORS shall be responsible for all cost and permits required if street closures are required for any picks with cranes or other required activities onsite.
33. Remove all excess materials caused by this Trade Contractor from the site within one (1) calendar week of substantial completion of their scope of work.
34. All TRADE CONTRACTORS are required to attend all Preinstallation conferences as listed in the contract documents and required by the Construction Manager. Preinstallation conferences involve two separate meetings, the Preparatory Phase meeting and the Pre-Construction Huddle. The Preparatory Phase meeting will be scheduled by the Construction Manager one to two weeks prior to beginning the work. The Pre-Construction Huddle occurs just prior to work beginning. TRADE CONTRACTORS should be prepared to discuss all plans, specifications, submittals, required testing and safety-related hazards.

SAFETY

35. All TRADE CONTRACTORS shall be responsible for safety for this portion of the work. Provide all necessary ramps, scaffolding, handrails, ladders, equipment, etc. necessary to perform the described work. Comply with all O.S.H.A., local, state, or federal safety authorities having jurisdiction
36. This TRADE CONTRACTOR shall provide all necessary signage to alert traffic or other of the work being performed and to provide all related traffic control items as shown on the drawings and/or contract documents. Contractors shall provide a flagger for construction vehicles during school hours. **Any TRADE CONTRACTOR not adhering to the traffic control requirements will result in the Construction Manager bringing a flagger onsite at the cost of the TRADE CONTRACTOR(S).**
37. All TRADE CONTRACTORS are required to complete and turn in Wight Construction's **Activity Hazard Analysis**. AHA's are due prior to the commencement of work. All TRADE CONTRACTORS are required to complete and turn in weekly **Tool Box Talks** to Construction Manager's on-site supervision. See example Form 1 included in section 01200 – Progress Documentation and Procedures.
38. All contractor personnel on-site must adhere to Wight's Safety Policy which includes the following PPE: Hard Hat, Safety Glasses, Hi-Vis apparel, and work boots 100% of the time. Any personnel found not complying with this safety policy is subject to immediate removal from construction area.
39. Prior to starting work, all contractor personnel need to provide a valid government issued I.D. for RAPTOR scanning thru the school district. Also, all personnel will be required to complete Wight's Safety Orientation prior to the commencement of any work. Once completed personnel will receive approval to be on-site.
40. Prior to starting work, all contractors shall submit a site specific safety plan for the following task at a minimum:
 - a. Silica exposure plan
 - b. Fall protection plan

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- c. Scaffolding plan
- d. Confined space plan
- e. Trenching and excavation plan
- f. Crane activity plan
- g. Competent person training plan

Hot Work Permit/Analysis are required to be provided by this TRADE CONTRACTOR to the Construction Manager prior to the start of any work. Hot Work Forms can be obtained thru the Construction Manager.

- 41. Contractor agrees that it and its personnel shall at all times comply with the Firearm Concealed Carry Act (430 ILCS 66), including but not limited to the statutory provisions relating to prohibited areas and posted prohibited properties.
- 42. All TRADE CONTRACTORS that require the use of a crane shall have onsite coordination meeting with Construction Manager 48 hours prior to crane showing up onsite. Due to location and limited construction site, larger than anticipated crane's may be needed for specific lifts and shall be at the expense of this TRADE CONTRACTOR. Additional Crane mobilizations required to complete the work is at the expense of THIS TRADE CONTRACTOR.
- 43. This TRADE CONTRACTOR shall provide all required traffic, pollution and noise controls necessary to safely perform the work related to this TRADE CONTRACTOR'S scope of work.

PAYMENT

- 44. Each TRADE CONTRACTOR shall complete the payment application Schedule of Values sheet including full disclosure and listing of each aspect of TRADE CONTRACTOR's work and will be reviewed with Construction Manager for approval prior to the release of funds. Schedule of Values will be identified per School, North & South.
- 45. Change order requests are required to be turned in no later than 30 days after the work has been completed and must be accompanied by a signed T&M ticket (if applicable) from the Superintendent. Change orders turned in later than 30 days and/or not accompanied by signed T&M ticket (if applicable) will be subject to rejection.
- 46. Weekly Certified Payroll Reports are required on a monthly basis.
- 47. ALL TRADE CONTRACTORS are responsible for meeting the current Illinois Department of Labor Prevailing Rates and Hourly Wages for DuPage County. ALL TRADE CONTRACTORS are responsible our keeping all certified payroll documents for a minimum of 3 years or as dictated by the Illinois statute, whichever is longer.

WARRANTY

- 48. Warranty will be executed upon **SUBSTANTIAL COMPLETION** of the entire project. Based on the sequencing of work this TRADE CONTRACTOR understands that portions of the work may be completed well in advance of this substantial completion date. All TRADE CONTRACTORS shall provide at a minimum, 1 year labor and material from the **SUBSTANTIAL COMPLETION** for the project. Please review the specifications to verify if longer labor and material warranties are required. The specifications shall supersede the 1 year warranty period referenced above if specifically noted within the specifications.

INSURANCE

- 49. It is hereby acknowledged that TRADE CONTRACTOR will provide the following insurance coverage as noted in the project manual:

General Liability – Per Project Aggregate, including CG 2010 (11/85) or its equivalent language which is CG2010 (10/01) the CG2037 (10/01) and Waiver of Subrogation endorsement in favor of Additional Insured's

General aggregate per project	\$2,000,000
Products/completed operations aggregate	\$2,000,000
Personal and advertising injury	\$1,000,000
Each occurrence	\$1,000,000

Automobile Liability Insurance – In favor of additional insured's
Bodily Injury and Property Damage Each Accident \$1,000,000

Excess/Umbrella Liability Insurance – Per Occurrence, In favor of additional insured's
Aggregate \$5,000,000
Each occurrence \$5,000,000

Workman's Compensation – Including Waiver of Subrogation endorsement in favor of Additional Insured's
\$500,000 each accident Bodily Injury by Accident
\$500,000 policy limit Bodily Injury by Disease
\$500,000 each employee Bodily Injury by Disease

Additional Insureds: TBD

50. **TRADE CONTRACTOR** hereby acknowledges that any sub-tiers performing labor on TRADE CONTRACTOR'S behalf is required to carry the same insurance requirements as noted in item 49. **TRADE CONTRACTOR** is required to provide sub's Certificate of Insurance to Wight in a timely manner. This TRADE CONTRACTOR will be issued a \$100 back charge for each time this TRADE CONTRACTOR's or Subtier's certificate of insurance are submitted incorrectly.

SCHEDULE

51. This TRADE CONTRACTOR shall 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. The Construction Schedule dates and sequences are subject to change, however, this TRADE CONTRACTOR will be held to the durations of the task as indicated in the bid schedule. If a date on this schedule is not met, all cost associated with making this lost time up will be back charge to the responsible TRADE CONTRACTOR.

SUBMITTALS

52. **A submittal log referencing all required submittals, specification numbers, and anticipated submission dates must be submitted to the Design/ Builder's office within 10 business days after the date of issuance of the Notice to Proceed.** Failure to provide this required information within the allotted time may result in the issuance of a Deductive Change Order to the offending TRADE CONTRACTOR, in an amount equal to \$100.00 for every calendar day past the 11th day that this is not provided. All submittals required for that TRADE CONTRACTORS must be submitted on or before the anticipated submission date. Failure to provide these required submittals within the allotted time may result in the issuance of a Deductive Change Order to the offending TRADE CONTRACTOR, in an amount equal to \$500.00 for every calendar day past the anticipated submission date.

All TRADE CONTRACTORS are required to provide all submittals electronically. Hard Copies of all samples and color selection charts shall be delivered directly to the Wight

Construction's Darien office, attention to Karen Styka. All TRADE CONTRACTORS shall supply (1) set of approved construction shop drawings delivered on-site for use.

Sample O&M manuals and sample Manufacturer's warranties shall also be listed on the submittal log and submitted for review, and not just submitted with closeout documents.

53. All TRADE CONTRACTORS are required to use Submittal Exchange to electronically submit all product data, shop drawings and RFI's (request for information) documentation. Submittal Exchange is a website service designed specifically for transmitting submittals between construction team members. TRADE CONTRACTORS will be required to use this website and to understand the electronic submittal process. TRADE CONTRACTORS will also be required to have an active email address and a means to connect to the internet. Please see spec section 01300 for further information and or clarifications. Each submittal and RFI must include a cover page indicating company name, contact name, email address, phone number, submittal section number and submittal title. Submittals without this information will be returned
54. Submittals required for approval at the start of the Project will **NOT** be acceptable as close out documentation. All Close Out documentation must be "New as provided and installed" documentation. Submit Close out Documentation on material furnished, owner's manuals, and product information including maintenance and care and all items listed in the specifications. Three (3) copies required. Submit Record Drawings (3) copies – Full Set. Drawings must be stamped "Record Drawings", signed, and dated in PDF and AutoCAD files. Three (3) original letters of Warranty & Guarantee will be submitted with the required documentation. Warranty must commence from **Project Substantial Completion date**, and not when the TRADE CONTRACTOR's work is complete or when equipment is started up. All warranties must be 1 year, or as specified in the specifications (whichever is greater) from substantial completion on workmanship and materials. All training manuals must be submitted and training sessions scheduled, per owner's direction, before substantial completion. All attic stock required in the specifications must be delivered, inventoried with Wight's superintendent, and placed in a secure location within the building as directed by the CONSTRUCTION MANAGER. If required per the specifications, maintenance agreements, as-built drawings must be accompanied with the closeout documents. Failure to provide this closeout information and attic stock within two weeks of the substantial completion date, will result in the issuance of a Deductive Change Order, to the offending TRADE CONTRACTOR, in an amount equal to \$100.00 for every calendar day that the closeout documentation and attic stock has not been received.
55. All product data and shop drawing submittals are to be submitted to the Construction Manger's office within 10 business days after the date of issuance of the Notice to Proceed. Failure to provide the required information within the allotted time may result in the issuance of a Deductive Change Order to the offending TRADE CONTRACTOR, in an amount equal to \$500.00 for every calendar day past the 11th day that all submittals required for that TRADE CONTRACTORS Bid Account that have not been received.

CLEAN UP

56. ALL TRADE CONTRACTORS shall be responsible for keeping scrap, debris, cleared from the construction site on a continuing basis. TRADE CONTRACTORS will be required to list their respective dollar value for clean up on the Schedule of Values Form G703 **no later than 5 business days from the issuance of Notice to Proceed**. Each TRADE CONTRACTOR providing work during any week period, will be required to furnish one person DAILY, for the needed time to clean the building as directed by the Design/ Builder. If this clean up is not completed to the satisfaction of the Design/ Builder, the Design/ Builder will contract clean up to be done, and the TRADE CONTRACTOR will be back-charged accordingly.

LEAN

57. All TRADE CONTRACTORS are to understand that this project will be using LEAN Construction practices on this project. All Trade Contractors shall be responsible for attending and participating at the required meetings as outlined in the specifications and determined by the Construction Manager.

58. Wight Construction has adapted many LEAN Construction principles and expects that this TRADE CONTRACTOR participate in collaborative phase planning, collaborative production strategy and material flow, look ahead planning, weekly work plan meetings, and daily huddles. These strategies are used to prevent errors, eliminate waste, and save time and resources for all parties involved. At a minimum a project manager and foreman will be required to attend.

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

**BG1 BP02 SCOPE OF WORK FOR GENERAL TRADES – 2020 SUMMER CAPITAL
PROJECTS - SOUTH HIGH SCHOOL**

Scope – This TRADE CONTRACTOR’s scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.

1. This TRADE CONTRACTOR shall reference ALL General, Existing, Architectural Demolition, Architectural, Mechanical, Plumbing, Electrical, as they relate to **GENERAL TRADES**. 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 All Architectural Demo, Rough Carpentry, Finish Carpentry, Joint Sealants, Caulking, Penetration Firestopping, Fire-Resistive Joint Systems, all required plywood backing (structural or non-structural) all blocking, Metal Studs and Drywall, Roller shades, all Flooring, all Ceilings and soffits, casework, etc. This Scope of work includes everything outside of the Mechanical, Electrical and Plumbing Scope of Work.

NOTE: This TRADE CONTRACTOR is responsible for all Flooring.

NOTE: This TRADE CONTRACTOR is responsible for all Casework.

NOTE: This TRADE CONTRACTOR is responsible for all ACT.

NOTE: This TRADE CONTRACTOR is responsible for all Roller Shades/Window Treatments.

NOTE: This TRADE CONTRACTOR is responsible for all Architectural Demolition per General and Key notes on AD2.01.d. Including all Dumpsters.

NOTE: This TRADE CONTRACTOR is Cold formed metal framing, light gauge metal framing, gypsum board sheathing and accessories, gypsum board reveals, casework & countertops are by the Metal Framing and Drywall Contractor and Millwork Contractor (Bidding at later date).

NOTE: This TRADE CONTRACTOR shall be responsible for any insulation U.N.O. in this document.

3. This TRADE CONTRACTOR is to furnish and install any blocking and/or backing mounted to walls or installed in stud walls needed to support casework, shelving, storefront, curtainwall system, windows, window sills, metal panels, IDF racks, AV racks, countertops, 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.

ALLOWANCES, BOND, & ALTERNATES

4. This TRADE CONTRACTOR **shall include an allowance of \$10,000.00 in their base bid** to account for any Unforeseen Conditions, Additional Temporary / Safety Enclosures, Winter Conditions and General Labor. Contract amounts will be adjusted by change

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order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

- 5. 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

**BG1 BP03 SCOPE OF WORK FOR PLUMBING – SUMMER 2020 CAPITAL PROJECTS
SOUTH**

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 Drawings in this Bid Package as they relate to Architectural, Mechanical, Plumbing and Electrical. 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 (June 1st, 2020 through August 1th, 2020) stated 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 Summer 2020 Capital Projects - South. Everything included in the project documents to deliver a complete Plumbing system shall be by this TRADE CONTRACTOR.

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc... for a complete and operable Plumbing system including but not limited to all sanitary and storm/overflow piping, valves, drains, vents, equipment, fixtures, cleanouts, roof drains, overflow drains, traps, hangers, mixing valves, supports, hangers, elevator B pit pump, etc... as listed in the specifications and shown on the construction documents.

NOTE: This TRADE CONTRACTOR is responsible for all plumbing piping insulation.

NOTE: This TRADE CONTRACTOR shall be responsible for Plumbing Demolition including removal and disposal.

3. This TRADE CONTRACTOR shall be responsible for connecting to existing plumbing lines (ie sanitary, storm, CW/HW/HWR,, vents) as shown on the bidding documents. This Trade Contractor shall furnish and install all Plumbing piping, valves, check valves, etc.. for these tie-ins as listed in the specifications and shown on the construction documents.

NOTE: This TRADE CONTRACTOR responsible for protecting all adjacent areas.

4. This TRADE CONTRACTOR shall be responsible for all above grade rough and finish plumbing according to the drawings, specifications and contract documents including but not limited to all piping, vents, hangers, valves, wall hydrants, hose bibs, water hammer arrestor(s), funnel drains, roof drains, overflow drains, extension collars, roof hydrants, wall cleanouts, reduced pressure zone backflow preventers, sediment traps, etc... all work to be completed per applicable codes and standards.
5. All shutdowns and/or interruptions in plumbing system shall be coordinated through Construction Manager and scheduled to minimize any disruption to the school's operations. Forty eight (48) hour notification must be provided to the Construction Manager of any shutdown or interruption that occurs even when facility is not in operation.

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's Guarantee/warranty period of equipment will not start until after final acceptance, including any and all equipment utilized before final acceptance. Targeted Substantial Completion Date of 8-1-20.

7. This TRADE CONTRACTOR shall be responsible for contacting jurisdictional inspection agencies (i.e. local code enforcement, testing agency's) associated with the work of this Trade Contractor to:
- A) Schedule any and all required inspections so as not to delay project schedule,
 - B) Complete all work required for acceptance of this Trade Contractors work by the jurisdictional inspecting agency (at no additional cost, including incidentals) and
 - C) Submit all inspecting agency ruling related documentation/correspondence to Construction Manager before close of business the day of occurrence.
8. This TRADE CONTRACTOR shall provide all clip hangers, angles, and miscellaneous metal of any nature, which is required for work covered by this Contract.
9. This TRADE CONTRACTOR shall provide all sleeves and coring of walls, floors, etc., including caulking, packing of sleeves and openings as indicated on construction documents and/or as specified in the project manual. Contractor to protect all floor openings left in floors for passage of piping and other items. Any scanning of walls/existing concrete floors shall be included in this TRADE CONTRACTOR's scope of work.
10. This Trade Contractor shall be responsible to balance the HWR loop for areas that areas that are impacted by this scope of work.
11. This TRADE CONTRACTOR shall furnish and install all required piping identification, valve tagging, equipment tagging, and charts as per the specifications. Valve tags shall not be repeated anywhere in the building. A detailed schematic and list shall be provided and installed in the main mechanical room or in a location as selected by the owner.
12. This TRADE CONTRACTOR shall be responsible for fire stopping all thru wall penetrations in rated walls as indicated on construction documents and/or as specified in the project manual.

This TRADE CONTRACTOR shall remove and install all Acoustical Ceiling tin the areas to get THIS TRADE CONTRACOTRS work completed.

ALLOWANCES, BOND, & ALTERNATES

1. This TRADE CONTRACTOR **shall include an allowance of \$10,000.00 in their base bid** to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

ACCEPTANCE

00300-2

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

BG1 BP04 SCOPE OF WORK FOR HVAC – SUMMER 2020 CAPITAL PROJECTS SOUTH

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 Drawings as they relate to HVAC. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE June 1st, 2020 through August 1th, 2020) stated in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR's scope of work within the designated durations provided.
2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, and coordination, etc... for a complete functioning Heating, Ventilation and Air Conditioning System including all related assemblies and systems. This trade contractor shall include all RTU's, Fan Power Boxes, piping, tubes, fittings, loops, valves, drain lines (D), flexible connections, all hangers/supports, identification, testing-adjusting-balancing, variable frequency drives, refrigerant piping, pumps, diffusers, grilles, ducts, duct lining, duct accessories, duct silencers, and joint sealants, and other specified requirements for a complete, conforming and operable system as shown/stated in the plans and specifications and delivered per the project schedule.

NOTE: THIS TRADE CONTRACTOR shall furnish and Install all Mechanical Equipment shown on M0.01.d, M2.02.d, M2.03.d, M5.01.d, M6.01.d, M7.01d, ME1.01d, including all associated notes.

NOTE: This TRADE CONTRACTOR is responsible for all Mechanical Demolition as shown on the MD series. Including removal and disposal of existing RTU.

3. This TRADE CONTRACTOR is responsible for shop drawings, layout, and field layout of this Trade Contractor's work. This TRADE CONTRACTOR shall coordinate the installation of his work with plumbing, electrical, HVAC, technology, concrete, metal framing and drywall, ceiling and all other trades as required.

NOTE: There will be no extra costs allowed to this TRADE CONTRACTOR for any field routing or modifications that may be required for piping/duct/conduit due to existing field conditions in existing building

NOTE: This TRADE CONTRACTOR responsible for all field coordination/routing associated with ductwork/piping/equipment installation in the existing school building areas.

4. ALL HVAC Insulation (Exterior and Interior) will be by this TRADE CONTRACTOR. There is not a separate bid package for Insulation in this bid group.
5. BAS (Building Automation System) and rough-in for temperature control will be by OTHERS. Instrumentation and Control for HVAC, Direct Digital Control for HVAC, Sequence of Operation for HVAC shall be the responsibility of OTHERS. This TRADE CONTRACTOR is responsible for coordinating with Temperature Controls Contractor on equipment type and location.
6. This TRADE CONTRACTOR is responsible for relocation of all mechanical equipment to be re-used (if any). This includes disconnection, rigging, hoisting, staging, storing,

00300-1

protecting, and reinstallation as required per the Mechanical Drawings. Including Balancing and Startup procedures.

7. This TRADE CONTRACTOR shall remove and reinstall any existing Acoustical Ceiling Tile to install THIS TRADE CONTRACTORS scope of work
8. This TRADE CONTRACTOR shall be responsible for the installation of smoke detectors in duct work, smoke duct detectors supplied by FIRE ALARM CONTRACTOR. THIS TRADE CONTRACTOR shall coordinate the locations with FIRE ALARM CONTRACTOR. All work completed according to the drawings, specifications and contract documents.
9. This TRADE CONTRACTOR shall be responsible for furnishing and installing any vent piping that may be required for any equipment (HVAC related equipment) as listed in the specifications and shown on the construction documents.
10. This TRADE CONTRACTOR shall furnish and install all roof curbs extensions.
11. This TRADE CONTRACTOR shall install all condensate piping as necessary whether indicated or not. Where drawings do not indicate where to run the condensate drain to, this trade contractor shall seek approval of their proposed location from CONSTRUCTION MANAGER. THIS TRADE CONTRACTOR shall make every effort to install the condensate drain line without the use of a condensate pump. If a condensate pump is needed, this shall be provided. THIS TRADE CONTRACTOR shall provide a pump that does not require hardwiring from the electrician and simply plugs into a standard wall outlet.
12. This TRADE CONTRACTOR shall provide temporary protection of all HVAC equipment, ductwork, and piping during construction according to the specifications. This shall include but is not limited to sealing all open ends of ductwork at all times to prevent dirt and dust from entering this ductwork. This shall apply to ductwork being stored on site prior to installation as well as the ductwork after it is installed. Failure to adequately protect ductwork will result in THIS TRADE CONTRACTOR being back-charged for any duct cleaning that will be required. Where equipment needs to be installed prior to the building being “watertight” this trade contractor shall provide, install, maintain and subsequently remove protection for this equipment.

NOTE: This TRADE CONTRACTOR shall seal new ductwork airtight with new duct mastic at all existing Joint/Connections.
13. This TRADE CONTRACTOR shall furnish and deliver to the ELECTRICAL CONTRACTOR, at the project site, all loose motor control devices and VFD’s for HVAC equipment and any other items considered part of the HVAC system but requiring installation by the ELECTRICAL TRADE CONTRACTOR (Coordinate with electrical specifications). This Trade Contractor shall be aware of the electrical contractor’s scope of work. ELECTRICAL CONTRACTOR will always be responsible for a single point of connection for each piece of HVAC equipment at a minimum.
14. This TRADE CONTRACTOR shall furnish and install all required piping identification, valve tagging, equipment tagging, and charts as per the specifications. Valve tags shall not be repeated anywhere in the building. A detailed schematic and list shall be provided and installed in the main mechanical room or in a location as selected by the owner.
15. This TRADE CONTRACTOR shall include all testing and balancing of HVAC system as required in obtaining approval of architect, engineer, owner, inspection authorities and other agencies. Provide required out-of-sequence and/or additional testing and balancing

of HVAC systems to permit expedited completion of partitions, ceilings and other work, including furnishing and installing additional valves as required to complete the balancing and testing of work according to the drawings, specifications and contract documents.

16. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor's work as noted in the plans and specifications.

Note: This TRADE CONTRACTOR's Guarantee/warranty period of equipment will not start until after final acceptance, including any and all equipment utilized before final acceptance. Targeted Substantial Completion Date o 8/1/2.

17. This TRADE CONTRACTOR shall provide all sleeves and coring of walls, floors, etc., including caulking, and packing of sleeves and openings as indicated on construction documents and/or as specified in the project manual. Contractor to protect all floor openings left in floors for passage of piping and other items. Any scanning of walls/existing concrete floors shall be included in this TRADE CONTRACTOR's scope of work.

18. This TRADE CONTRACTOR shall provide all clip hangers, angles, and miscellaneous metal of any nature, which is required for work covered by this Contract.

19. This TRADE CONTRACTOR responsible for all new piping tie-ins and ductwork tie-ins, including new valves, vents, drains that might be required for these tie-ins. This TRADE CONTRACTOR responsible for coordinating all work required to complete the tie-ins, including shutdown/draining of existing systems.

20. This TRADE CONTRACTOR shall coordinate all piping & ductwork to avoid conflicts with areas required for other trade contractor's work (i.e., light fixtures, ceiling heights, FP Piping, FP Heads, etc...).

Note: Any piping or ductwork resulting in lower ceiling heights than indicated in the construction documents will need approval from the CONSTRUCTION MANAGER. This piping or ductwork may be reinstalled at higher elevations at the request of the CONSTRUCTION MANAGER.

21. This TRADE CONTRACTOR shall include all rigging, hoisting, cranes, lifts, etc. necessary to install ALL of the mechanical equipment, ductwork or piping. Any crane/lift/hoisting equipment for all mechanical equipment must be mobilized, set up, utilized, taken down and demobilized with approval of the Construction Manager. Cribbing and protection of existing concrete, asphalt, roofing, and landscaping must be provided, and this TRADE CONTRACTOR will be responsible for any damages caused.

22. All shutdowns and/or interruptions in mechanical system shall be coordinated through Construction Manager and scheduled to minimize any disruption. Forty eight (48) hour notification must be provided to the Construction Manager of any shutdown or interruption that occurs even when facility is not in operation.

23. This TRADE CONTRACTOR shall be responsible for cutting metal decking to allow for main trunk lines. Metal decking support angles furnished and installed by others. Mechanical contractor must provide a detailed roof opening drawing for coordination with steel contractor in a timely manner. This drawing shall indicate size of openings and dimensions from nearest column lines.

24. This TRADE CONTRACTOR to identify in bid proposal lead times for all major pieces of equipment.

ALLOWANCES, BOND, & ALTERNATES

- 1. This TRADE CONTRACTOR **shall include an allowance of \$15,000.00 in their base bid** to account for any unforeseen conditions with HVAC Demolition. 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 YORK RTU in lieu of TRANE per equipment schedule M5.01.d.**
- 3. **Alt. Bid #2 - This TRADE CONTRACTOR shall provide an ADD Alternate Price to Add "City Scape" RTU Screening for RTU-14.**
- 4. 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

BG1 BP05 SCOPE OF WORK FOR ELECTRICAL – 2020 SUMMER CAPITAL SOUTH HIGH SCHOOL

Scope – This TRADE CONTRACTOR’s scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.

1. This TRADE CONTRACTOR shall reference ALL Drawings in this Bid Package as they relate to Architectural, Mechanical, Plumbing and Electrical. 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 (June 1st, 2020 through August 1th, 2020) stated 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 Summer 2020 Capital Projects - South. Everything included in the project documents to deliver a complete electrical system shall be by this TRADE CONTRACTOR.

2. This TRADE CONTRACTOR acknowledges there is an occupied portion of the building that will remain occupied throughout the duration of this project. Existing Life Safety systems must remain protected and in-service.
3. This TRADE CONTRACTOR acknowledges there is a portion of work inside utility tunnels where access is restricted. This TRADE CONTRACTOR shall also acknowledge that there is work that will have to be performed from the auditorium catwalks.
4. This TRADE CONTRACTOR is responsible for shop drawings, layout, and field layout of conduits, boxes, hangers, fixtures, etc... This TRADE CONTRACTOR acknowledges that this contractor shall coordinate conduit layout in a neat and orderly fashion. This TRADE CONTRACTOR shall coordinate the installation of his work with plumbing, electrical, HVAC, technology, ceiling and all other trades as required. This Trade Contractor further acknowledges that the design team will have some input on location and routing of exposed raceways.

NOTE: There will be no extra costs allowed to this TRADE CONTRACTOR for any field routing or modifications that may be required for piping/duct/conduit due to existing field conditions in existing building

Note: Any piping, conduit or ductwork resulting in lower ceiling heights than indicated in the construction documents will need approval from the CONSTRUCTION MANAGER. This piping or ductwork may be reinstalled at higher elevations at the request of the CONSTRUCTION MANAGER.

Note: This TRADE CONTRACTOR shall be responsible for all Low Voltage raceways.

5. This TRADE CONTRACTOR shall be responsible for all electrical demolition including all removal and legal disposing of all Electrical Items shown on the bid documents.

NOTE: This TRADE CONTRACTOR shall be responsible for electrical disconnect of all HVAC & Plumbing Demolition work shown on construction documents. This TRADE CONTRACTOR is responsible for disconnecting and MAKING SAFE all conduit, equipment, controls that are “to be removed”. Removal of these items are to be by this TRADE CONTRACTOR.

6. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc. to complete all aspects of this trade contractor's work for the complete electrical package including but not limited to power, temporary power, panels, outlets, interior lighting, occupancy sensors, exterior lighting, emergency lighting, exit lighting, temporary lighting, lighting controls, transformer(s), disconnects, miscellaneous equipment/motor wiring, exit signs, switchgear, plates, boxes, motion detectors, dimming devices, relays, etc... all work as listed in the specifications and shown on the construction documents. This TRADE CONTRACTOR shall be responsible for all conduit, pull string and junction boxes as required within the specifications and as indicated on drawings.

7. This TRADE CONTRACTOR shall be responsible for installing ALL Light Fixtures. Including all Lighting Controls.

NOTE: Regardless of fixture designation, i.e. grid type, flange type, lay-in as may be designated on the drawings, this TRADE CONTRACTOR will correlate with the reflected ceiling plan and will furnish the fixture to fit the ceiling construction as outlined in the reflected ceiling drawings and/or room finish schedule.

NOTE: This TRADE CONTRACTOR shall be responsible for any removal, salvage and re-install of existing lighting poles to be relocated.

8. This TRADE CONTRACTOR shall be responsible for coordination with other trade contractors to obtain wiring diagrams and power requirements for equipment furnished by others, including, rigging equipment, projections screens, overhead coiling doors, overhead grilles, sectional doors, kitchen equipment, etc. prior to wiring same in the field.

9. This TRADE CONTRACTOR is responsible for any necessary electrical required for all mechanical, plumbing, fire protection equipment/devices, as required within the specifications and indicated on drawings, including but not limited to all electrical connections for all starters, motor control devices, installation of VFD's, etc..

10. This TRADE CONTRACTOR shall be responsible for all directory label charts, along with identification and tagging requirements of work as required within the specifications and as indicated on the drawings, per Construction Manager direction (verify numbering and tagging sequence with Construction Manager). Contractor shall provide a typed directory in every panel matching the As-Built condition and not necessarily as shown in the panel schedules.

11. This TRADE CONTRACTOR shall provide all sleeves and coring of walls, floors, etc., including caulking, and packing of sleeves and openings as indicated on construction documents and/or as specified in the project manual. Contractor to protect all floor openings left in floors for passage of piping and other items.

NOTE: This trade contractor responsible for furnishing all roof penetrations for electrical conduit, including all boots associated with conduit. Installation of boots will be by the General Trades Contractor.

12. This TRADE CONTRACTOR shall be responsible for fire stopping all thru wall penetrations in rated walls and acoustical sensitive walls as indicated on construction documents and/or as specified in the project manual. This TRADE CONTRACTOR shall provide all clip hangers, angles, and miscellaneous metal of any nature, which is required for work covered by this Contract.

13. This TRADE CONTRACTOR shall be responsible for furnishing, installing and maintaining all temporary electrical service and lighting as required by CONSTRUCTION MANAGER, per OSHA standards, in all areas of construction.

NOTE: Installation of temporary lighting and power may be installed prior to electrician mobilization demolition activities and a separate mobilization shall be figured. Coordinate with CONSTRUCTION MANAGER.

14. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor's work as noted in the plans and specifications.

Note: This TRADE CONTRACTOR's Guarantee/warranty period of equipment will not start until after final acceptance, including any and all equipment utilized before final acceptance. Targeted Substantial Completion Date of 8-1-20.

15. This TRADE CONTRACTOR shall be responsible for coordinating with CM for inspections by jurisdictional inspection agencies (i.e. local code enforcement, testing agency's) associated with the work of this Trade Contractor to:
- A) Schedule any and all required inspections so as not to delay project schedule,
 - B) Complete all work required for acceptance of this Trade Contractors work by the jurisdictional inspecting agency (at no additional cost, including incidentals) and
 - C) Submit all inspecting agency ruling related documentation/correspondence to Construction Manager before close of business the day of occurrence.

Note: This TRADE CONTRACTOR shall be responsible for any out-of-sequence and/or additional piping & testing of contractor's work to permit expedited completion of partitions, ceilings, and other work, including the furnishing and installation of equipment.

16. This TRADE CONTRACTOR shall include all rigging, hoisting, cranes, lifts, etc. necessary to install any work in this scope of work.
17. All power shut downs and/or interruptions in power system shall be coordinated through Construction Manager and scheduled to minimize any disruption. Forty eight (48) hour notification must be provided to the Construction Manager of any shutdown or interruption that occurs even when facility is not in operation.

ALLOWANCES, BOND, & ALTERNATES

1. This TRADE CONTRACTOR shall include an allowance of **\$10,000.00 in their base bid** to account for any unforeseen conditions interior to building. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

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

00300-3

Community High School District 99
Summer 2020 Capital Projects South

Initials: _____ / _____

Darien, IL 60561

Signed: _____
Printed Name: _____
Position: _____
Date: _____

END OF SECTION 00300 –Scope

BID DATE: March 9th at 1:00 p.m. (CST)
(as date/time stamped by District 99's Receptionist)

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

RECEIVED BY:

BID FROM: _____

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. _____ dated _____
No. _____ dated _____
No. _____ dated _____
No. _____ dated _____

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

Contractor to provide all Trade Contract work referenced in:

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2020 CAPITAL PROJECT:**

_____ Dollars (\$_____)

1. This TRADE CONTRACTOR shall include an allowance of \$10,000.00 in their base bid to account for any Unforeseen Conditions, Additional Temporary / 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.

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 _____, 2020

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 __, 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 _____, 2020

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 _____, 2020

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 _____, 2020

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 _____, 2020

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 – Capital Project 2020.

Name: _____ Title: _____
(Print or Type)

Signature: _____ Date: _____

END OF SECTION 004101

Community High School District 99
South High School Capital Project 2020

190273

BID DATE: March 9th at 1:00 p.m. (CST)
(as date/time stamped by District 99's Receptionist)

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

RECEIVED BY:

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #03-Plumbing (South)
South High School
1436 Norfolk Street
Downers Grove, IL 60516

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. _____ dated _____
No. _____ dated _____
No. _____ dated _____
No. _____ dated _____

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

Contractor to provide all Trade Contract work referenced in:

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2020 CAPITAL PROJECT:**

_____ Dollars (\$_____)

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

Award Basis:

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

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

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

Owner Requested Alternates:

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

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

Proposed Alternates: (Contractors Proposed Alternates)

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

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

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 _____, 2020

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 __, 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 _____, 2020

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 _____, 2020

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 _____, 2020

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 _____, 2020

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 – Capital Project 2020.

Name: _____ Title: _____
(Print or Type)

Signature: _____ Date: _____

END OF SECTION 004101

BID DATE: March 9th at 1:00 p.m. (CST)
(as date/time stamped by District 99's Receptionist)

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

RECEIVED BY:

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #04-HVAC (South)
South High School
1436 Norfolk Street
Downers Grove, IL 60516

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. _____ dated _____
No. _____ dated _____
No. _____ dated _____
No. _____ dated _____

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

Contractor to provide all Trade Contract work referenced in:

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2020 CAPITAL PROJECT:**

_____ Dollars (\$ _____)

1. This TRADE CONTRACTOR shall include an allowance of **\$15,000.00 in their base bid** to account for any unforeseen conditions with HVAC Demolition. 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 YORK RTU in lieu of TRANE per equipment schedule M5.01.d.

_____ Dollars(\$ _____)

3. Alt. Bid #2 - This TRADE CONTRACTOR shall provide an **ADD** Alternate Price to Add "City Scape" RTU Screening for RTU-14.

_____ 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 _____, 2020

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 __, 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 _____, 2020

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 _____, 2020

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 _____, 2020

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 _____, 2020

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 – Capital Project 2020.

Name: _____ Title: _____
(Print or Type)

Signature: _____ Date: _____

END OF SECTION 004101

BID DATE: March 9th at 1:00 p.m. (CST)
(as date/time stamped by District 99's Receptionist)

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

RECEIVED BY:

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #05- Electrical (South)
South High School
1436 Norfolk Street
Downers Grove, IL 60516

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. _____ dated _____
No. _____ dated _____
No. _____ dated _____
No. _____ dated _____

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

Contractor to provide all Trade Contract work referenced in:

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2020 CAPITAL PROJECT:**

_____ Dollars (\$_____)

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

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 _____, 2020

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 __, 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 _____, 2020

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 _____, 2020

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 _____, 2020

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 _____, 2020

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 – Capital Project 2020.

Name: _____ Title: _____
(Print or Type)

Signature: _____ Date: _____

END OF SECTION 004101