



DATE: October 4, 2019

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

SUBJECT: ADDENDUM #2 TO THE BIDDING DOCUMENTS FOR:
BID GROUP #7 Phase B Part C
MASTER FACILITY PLAN IMPLEMENTATION
COMMUNITY HIGH SCHOOL DISTRICT 99
1436 NORFOLK STREET
DOWNERS GROVE, IL 60516

Wight & Company
wightco.com
.....
2500 North Frontage Road
Darien, IL 60561
.....
P 630.969.7000
F 630.969.7979

This addendum forms a part of the Bidding Contract Documents, dated June 7, 2019. Bidders must acknowledge receipt of this Addendum in the space provided on the Bid Form. Drawing revisions clouded and tagged with delta 33.

SOUTH

I. Clarifications

1. **QUESTION:** Selective Demolition – The General Trades scope of work is responsible for demolition keynotes D12 & D13 on AD2.01. These keynotes are not on the drawing, clarify scope. **CLARIFICATION:** *Keynote D12 & D13 are shown on AD2.02.* Demolition of existing windows is limited to the following extents. Between Grid 69.1 & 69.8, 9 windows complete. Level 2 between Grid 69.1 & 69.8, 13 windows complete. Stone sills can remain unless noted otherwise.
2. **CLARIFICATION:** Casework scope within callout for 1/A9.20 completed during a previous phase and may be omitted from scope.
3. **CLARIFICATION:** Refer to 8/A7.21 for more information on the recessed casework on the east and west side of Storage 2-406.
4. **QUESTION:** See detail A5.11/8 regarding the note calling out Exterior Sheathing W/ Pre-Applied Air & Water Barrier Membrane. Is this DensGlass and if so who is to supply & install it? (I assume the framing bid package). **CLARIFICATION:** Not part of this bid group; this is provided by the Drywall and Framing package.
5. **QUESTION:** This same detail (A5.11/8) is shown in several locations. It also appears that there is plywood on the bottom of the headers which would be by the General Trades as well? Please confirm **CLARIFICATION:** This shall be included in the General Trades scope.
6. **QUESTION:** Who installs the large borrow lite and door frames for openings 1404A, 1407A, 1408A & 1410A – General Trades or Metal Studs & Drywall Contractor? **CLARIFICATION:** The frame will be installed by the Metal Framing & Drywall Contractor. The General Trades Contractor will install the doors & hardware.
7. **QUESTION:** Division 10 – What trade is provide 107113-Exterior Sun Control Devices? **CLARIFICATION:** This scope is by the Glazing contractor.

8. **QUESTION:** Aluminum ladder with parapet platform per keynote 37 on A2.04. What specifications do we follow for this item? **CLARIFICATION:** This item will be removed from the General Trades Package. Refer to the GENERAL TRADES SCOPE issued with this addendum.
9. **QUESTION:** Expansion Joint shown on Sheet A5.00/3 window sill shows it inset into the wall cavity with a reference that takes you to A7.21/4 which shows a flush cover plate. What are we supposed to figure? **CLARIFICATION:** Contractor has the option to use either method.
10. **QUESTION:** Please confirm the extents of the flooring patching after demolishing of existing UV in the existing 1st and 2nd floor. **CLARIFICATION:** This work (per Keynote F31) on A10 drawings is not included as part of this Phase. This work was completed in Phase A.

II. Scope of Work

BP#70-General Trades

BP#78 Signage

III. Bid Form

BP#78 Signage

IV. Specifications

V. Modified Drawings

END OF ADDENDUM

BG7C BP70 SCOPE OF WORK FOR GENERAL TRADES – 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, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 2 as they relate to General Carpentry. This TRADE CONTRACTOR shall read all Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Phase 2 of 3 phases of the Master Facility Plan, thus some drawings may include areas of work not to be included in this scope of work.

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc. to complete all aspects of this TRADE CONTRACTOR’s work including Rough Carpentry, Finish Carpentry, Joint Sealants, Caulking, Penetration Firestopping, Fire-Resistive Joint Systems, all required plywood backing (structural or non-structural) including any plywood for mounting of electrical panels and phone systems, wood plates (including pressure treated), all blocking (including any required for roof, wall, windows, storefront, roller shades, casework, toilet accessories, visual displays, etc.), Fire Protection Specialties, Overhead Coiling Doors, Operable Partitions, Wire Mesh Partition, etc. All work shall be completed according to the specifications and as shown on the construction documents.

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

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

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

3. This TRADE CONTRACTOR shall be responsible for all penetration fire-stopping and labeling of penetrations for all trades and penetrations. This work will be done as part of a contract allowance. See Allowances section in this documents for more information. This TRADE CONTRACTOR shall be responsible for all misc. caulking between dissimilar materials and otherwise not noted in the construction documents, required in this project and shall be taken out of the Joint Sealants Allowance. Masonry Joints sealants are by the MASONRY CONTRACTOR. Millwork related sealants are

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4. This TRADE CONTRACTOR is to furnish and install any blocking mounted to walls or installed in stud walls needed to support casework, shelving, storefront, curtainwall system, windows, window sills, metal panels, IDF racks, etc. as indicated on plans. Any blocking not indicated on plans required for support of casework/millwork, visual displays, roller shades, etc., is to be included in this TRADE CONTRACTOR's cost. This TRADE CONTRACTOR shall be responsible for Casework General Note # 6 on A9.11.

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

5. This TRADE CONTRACTOR shall be responsible for furnishing and installing ALL Wood Roof Blocking as shown and as necessary per the construction documents, including any wood blocking as shown on all details in A5 Series Drawings.
6. This TRADE CONTRACTOR shall be responsible for furnishing and installing all fire-rated and non-fire rated expansion joint covers required at walls, soffits, ceilings, window sills, etc. as specified in contract documents. All floor expansion joint covers shall be furnished and installed by the FLOORING CONTRACTOR. All roof expansion joints shall be by the ROOFING CONTRACTOR.
7. This TRADE CONTRACTOR shall be responsible for the INSTALL ONLY of all Hollow Metal Doors, Flush Wood Doors, and Door Hardware as shown in the Contract Documents. This TRADE CONTRACTOR shall be responsible for setting the door frames at existing or new masonry partitions ONLY. Any grouting of frames required per the contract documents shall be by this TRADE CONTRACTOR. This Trade Contractor shall be responsible for furnishing and installing all ancillary hardware and components necessary for a complete install including but not necessarily limited to, shims, Screws, Bolts, Sealant (interior and exterior), etc.

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

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

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

8. This TRADE CONTRACTOR shall be responsible for furnishing and installing all Division 10 equipment. Equipment to be furnished shall include: Fire Extinguisher Cabinets and Fire Extinguishers, as shown in the construction documents.

NOTE: This TRADE CONTRACTOR shall install owner-furnished Soap Dispensers. Consider (1) dispenser per sink.

NOTE: This TRADE CONTRACTOR shall be responsible for coordinating in a timely manner with FRAMING AND DRYWALL CONTRACTOR and MEP CONTRACTORS and locating any items that shall be installed recessed in walls to avoid any conflicts.

9. This TRADE CONTRACTOR shall be responsible for installation only any markerboards shown in the contract documents. The markerboards will be furnished by the owner.

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- 10.** This TRADE CONTRACTOR shall be responsible for furnishing and installing the ALUMINUM LADDER WITH PARAPET PLATFORM per keynote 37 on A2.04C. **(This scope item is deleted from this scope of work in BG7C Addendum 2)**
- 11.** This TRADE CONTRACTOR shall furnish and install (2) OVERHEAD COILING DOORS per the bid documents, refer to specification section 083323. This TRADE CONTRACTOR shall be responsible for coordinating with METAL FRAMING AND DRYWALL CONTRACTOR for opening sizes and recessed rail installation.
- 12.** This TRADE CONTRACTOR shall furnish and install all FOLDING PANEL PARTITIONS per specification section 102239 and as shown in the contract documents. This TRADE CONTRACTOR shall be responsible for coordinating the bolting pattern required for the installation of the folding panel partitions and field-drilling the holes to the steel beams.
- 13.** This TRADE CONTRACTOR shall be responsible for furnishing and installing all WIRE MESH PARTITIONS per specification section 102213 and bid documents. The partitions shall be shop painted with a baked enamel or powder coat finish.
- 14.** This TRADE CONTRACTOR shall be responsible for furnishing and installing a temporary wood deck to infill skylight opening and the temp roof over this wood deck will be provided by the ROOFING CONTRACTOR.
- 15.** This TRADE CONTRACTOR shall be responsible for furnishing and installing all full-height, full width interior and/or exterior Carpentry related sealant and caulking including but not necessarily limited to sealant/caulking of joints as part of this TRADE CONTRACTOR's work where indicated and/or required, including where the work of this TRADE CONTRACTOR intersects dissimilar materials. Sealant and caulking shall comply with the fire rating requirements of the wall where installed.
- Note:** For anything not included in the contract documents or otherwise specified in this scope, the joint sealants allowance will be utilized.
- 16.** This TRADE CONTRACTOR shall be responsible for keynote D12 and D13 on ~~AD2.01~~ **AD2.02 and keynote 16 on AD2.01** to demolish (14) existing storefront window systems and stone window sills at the second floor. **Demolition of existing windows is limited to the following extents: Between Grid 69.1 & 69.8, 9 windows complete. Level 2 between Grid 69.1 & 69.8, 13 windows complete. Stone sills can remain unless noted otherwise in AD2.01 or AD2.02. (Addendum 2)**

ALLOWANCES, BOND, & ALTERNATES

- 17.** This TRADE CONTRACTOR shall include an allowance of **\$120,000.00 in their base bid** to account for any Unforeseen Conditions, Temporary Enclosures/ Safety Enclosures, Winter Conditions and General Labor. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
- 18.** This TRADE CONTRACTOR shall include an allowance of \$20,000.00 to be included in the base bid for all misc. Joint Sealants, penetration fire-stopping, fire-resistive joint systems, Fire-resistant assembly identification, and joint sealants. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.
- 19. Alternate 1 – Provide an alternate for furnishing and installing all corner guards shown as keynotes F27 and F28 on A9 drawings.**

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- 20. **Alternate 2:** Provide alternate for caulking the joints of the concrete precast planks at all areas where the planks are exposed.

- 21. 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	DBM Services, Inc. 9850 190 th Street Mokena, IL 60448
Signed:	_____	_____
Printed Name:	_____	_____
Position:	_____	_____
Date:	_____	_____

END OF SECTION 00300 –Scope

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

BG7C BP78 SCOPE OF WORK FOR SIGNAGE NORTH AND SOUTH HIGH SCHOOL

1. This TRADE CONTRACTOR shall reference ALL General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Fire Protection, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 7C as they relate to SIGNAGE. This TRADE CONTRACTOR shall read all Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

Note: This TRADE CONTRACTOR’S scope of work shall be limited to those areas as indicated by Phase B on plans. Any work shown outside of this scope area shall not be included in this TRADE CONTRACTOR’S scope of work unless otherwise noted in this document. This is Phase 2 of 3 phases of the Master Facility Plan, thus some drawings may include areas of work not to be included in this scope of work.

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc. to complete all aspects of this TRADE CONTRACTOR’s work for SIGNAGE including interior signage, exterior and interior vinyl adhesive signs, exterior aluminum letters signs and all associated hardware for a complete install as indicated in the contract documents.

NOTE: This TRADE CONTRACTOR shall provide a back plate for signs that will be mounted on glass partitions.

3. This TRADE CONTRACTOR shall review and become familiar with ALL documents included in this bid group. This TRADE CONTRACTOR shall furnish, install, complete and/or otherwise comply with all work as noted and or implied by the Specification Sections 101400 Signage.
4. This TRADE CONTRACTOR shall be responsible for any sealants or caulk related to this TRADE CONTRACTOR’s scope of work.
5. Start of work by this trade contractor on top of or against concrete/masonry/drywall or any other surface acknowledges this trade contractor’s acceptance of quality and completeness of adjacent surface.
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, as specified and pertaining to this trade contractor’s work as noted in the plans and specifications.

NOTE: This TRADE CONTRACTOR shall be responsible for providing all shop drawings, submittals and samples per project specifications in a timely manner.

7. This TRADE CONTRACTOR shall be responsible for protecting any and all signage related materials and equipment on-site and as specified: prior to installation, during installation and/or until final acceptance by Construction Manager.

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8. All materials to be staged in approved location by Construction Manager and owner. This TRADE CONTRACTOR shall be responsible for coordinating staging/storing location with Construction Manager prior to any onsite delivery.
9. This TRADE CONTRACTOR to provide sufficient equipment, material, skilled manpower, supervision and/or premium time/shift work (all without additional compensation) as may be required to complete the work of this Trade Contractor in accordance with the overall project schedule.
10. This TRADE CONTRACTOR is responsible to provide all ladders, scaffolding, hoisting, lifts, etc. necessary to complete work in accordance with project schedule.
11. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.

SITE SPECIFIC – DOWNERS GROVE SOUTH

12. This TRADE CONTRACTOR shall be responsible for providing the Pressure Applied Vinyl Lettering per all interior elevations in the A7 series drawings. The signs will be applied over painter drywall.
13. This TRADE CONTRACTOR shall be responsible for furnishing and installing all interior signage per the signage drawings and all accessories required for installation, including any backplates at locations where the signs will be installed in glass walls or sidelites.

ALLOWANCES, BOND, & ALTERNATES

1. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.
2. This TRADE CONTRACTOR shall include an allowance of \$2,500.00 to be included in the base bid for ADDITIONAL SIGNAGE for Downers Grove South High School. 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. (Addendum 2)

ACCEPTANCE

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

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

Signed: _____

Printed Name: _____

Position: _____

Date: _____

003000-2

BID DATE: October 9th, 2019 at 1:00 p.m. (CST)
(as date/time stamped by District 99's Receptionist)

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

RECEIVED BY:

BID FROM: _____

BID FOR: ***Bid Group 7 Bid Package #78– Signage North & South High School
Phase B Part C***

North High School
4436 Main Street
Downers Grove, IL 60515

South High School
1436 Norfolk Street
Downers Grove, IL 60516

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

Contractor to provide all Trade Contract work referenced in:

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

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

BASE BID

TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN

_____ Dollars (\$ _____)

TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN

_____ Dollars (\$ _____)

TOTAL AMOUNT FOR BOTH SCHOOLS

_____ Dollars (\$ _____)

This TRADE CONTRACTOR shall include an allowance of \$2,500.00 to be included in the base bid for ADDITIONAL SIGNAGE for Downers Grove South High School. 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. (Addendum 2)

BONDS:

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

Award Basis:

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

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

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

Owner Requested Alternates:

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

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

Proposed Alternates: (Contractors Proposed Alternates)

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

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

deductive).

This trade contractor includes _____ dumpsters for all refuse caused by this trade contractor's work in the amount of _____ Dollars (\$ _____) Note: trade contractors are to include in their bid form submittal the quantity of dumpsters required to complete their work and the cost associated with same. Dumpster costs will be subtracted by change order. Dumpsters will be procured and managed by Construction Manager. Note: Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge.

Owner Requested Scheduling Information:

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

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

Bid Acceptance:

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

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

Bid Deposit:

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

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

REPRESENTATIONS AND CERTIFICATIONS:

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

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

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

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

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

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

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

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00378 - BID FORM

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

Signature:

Respectfully submitted this _____ day _____, 2019

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(Firm Name)

(Address)

(CORPORATE SEAL)

(Telephone Number) (FAX)

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2019

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

CERTIFICATE OF BIDDER ELIGIBILITY

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

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

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

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 2019

NOTARY PUBLIC

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

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

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

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

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

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Agent of Contractor (name and title)

DATE: _____

SEXUAL HARASSMENT POLICY

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

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20____.

Notary Public

TAX CERTIFICATION

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

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

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

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

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

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20__.

Notary Public

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

**CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

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

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 2019

NOTARY PUBLIC

PREVAILING WAGE AFFIDAVIT

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

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

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

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 2019

NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

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

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

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

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 2019

NOTARY PUBLIC

Criminal Background Investigations

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

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

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

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

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Date: _____

Criminal Background Investigation

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

By: _____
(Signature of Applicant of Employee)

(Printed or Typed Name of Applicant Employee)

Date: _____

BUSINESS CLASSIFICATION

a) Business Entity (check one)

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

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

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

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

BUSINESS DEFINITIONS

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

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

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

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

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

ETHNIC GROUP DEFINITIONS

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

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

Name: _____ Title: _____
(Print or Type)

Signature: _____ Date: _____

END OF SECTION 00301