



2500 N. Frontage Road Darien, IL 60561  
630.969.7000

DATE: February 21, 2022

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

SUBJECT: **ADDENDUM #1 TO THE BIDDING DOCUMENTS FOR:  
DISTRICT 99 SUMMER 2022 CAPITAL PROJECT**  
NORTH AND SOUTH HIGH SCHOOL  
COMMUNITY HIGH SCHOOL DISTRICT 99  
NORTH HIGH SCHOOL  
4436 MAIN STREET  
DOWNERS GROVE, IL 60516  
  
SOUTH HIGH SCHOOL  
1436 NORFOLK STREET  
DOWNERS GROVE, IL 60516

This addendum forms a part of the Bidding Contract Documents, dated February 16<sup>th</sup>, 2022. Bidders must acknowledge receipt of this Addendum in the space provided on the Bid Form.

This Addendum includes:

- 004100 All Scope
- 004100 Selective Demolition, Excavation and Site Utilities, Concrete, Masonry, General Trades, Rough Carpentry, Metal Framing and Drywall, Acoustical Ceilings, Flooring, Painting, Millwork, Plumbing, HVAC and Electrical Scopes
- 004101 Selective Demolition Bid Form
- 004102 Excavation and Site Utilities Bid Form
- 004103 Concrete Bid Form
- 004104 Masonry Bid Form
- 004105 General Trades, Rough Carpentry, and Metal Framing and Drywall Bid Form
- 004106 Acoustical Ceilings Bid Form
- 004107 Flooring Bid Form
- 004108 Painting Bid Form



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- 004109 Millwork Bid Form
- 004110 Plumbing Bid Form
- 004111 HVAC Bid Form
- 004112 Electrical Bid Form
- 013216 Construction Progress Schedule

END OF ADDENDUM

PART 1 GENERAL

1.1 SUMMARY

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

Scope: ALL SCOPE

Attendees:

Project: Community School Dist. 99 Summer Capital 2022 Projects.

<u>REVIEW ITEM</u>	<u>COMMENTS</u>
Schedule, sequencing of work: Per contract documents.	<b>Coordinate all site activities with WCS Site Superintendent</b>
Payment Procedure:	<b>Billing Schedule will be sent out</b>
Bonds (P&P)	<b>Per project manual</b>
Insurance:	<b>Per project manual</b>
Work areas to be clean at all times; transport waste to dumpsters	<b>Per project manual</b>
Correspondence / Communication	<b>To Project Manager (Nick Sleboda).</b>
Temporary Utilities	<b>By this trade contractor</b>
Submittals shall be transmitted via the Submittal Exchange website: www.submittalexchange.com	<b>Per project manual Section 01300 - Submittals</b>
Variations	<b>Only with Prior approval of WCS project manager (Nick Sleboda).</b>
Change Orders	<b>Only with Prior approval of WCS project manager (Nick Sleboda). OH&amp;P is capped at 10% and 5% for subcontractors.</b>
Prevailing Wages DuPage County	<b>Per project manual</b>
Certified Payroll	<b>Per project manual</b>
Safety, meetings, documentation including Safety Data Sheet	<b>Per project manual, will attend &amp; provide documentation as required.</b>
Meeting:	<b>Will attend</b>
Weekly Meetings:	<b>Will attend</b>
Storage of Materials, Lay down areas, Deliveries	<b>As coordinated with WCS Site Superintendent</b>
Warranties	<b>Per project manual</b>
O&M Manuals	<b>Per project manual</b>
Quality Control/Assurance	<b>Per project manual</b>
Permitting responsibility, call out for own inspections	<b>As required by DuPage County</b>
Crew Size expectations:	<b>As required per project schedule</b>
MWBE Participation	<b>N/A</b>
City of Chicago Residency Participation	<b>N/A</b>
Premium time	<b>Only as directed by WCS project manager (Nick Sleboda)</b>
Close Out Submittal Package Line Item	<b>Trade Contractor to provide Close Out Line Item in Schedule of Value at a rate of 1% of Contract Value.</b>

**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.**

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**GENERAL**

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

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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.

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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.
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.
25. Any work requiring saw-cutting or concrete slab removal, this TRADE CONTRACTOR shall be responsible to scan the area to ensure existing embedded items are not cut or damaged.

**LOGISTICS**

26. 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.
27. Prior to storing any materials at site, each Trade Contractor needs to review and get approval by Construction Manager. There is limited access to stage materials at site, so only materials that can be installed that during that week will be allowed to be delivered to site. All delivered materials need to be staged in an approved location by Construction Manager.
28. Each Trade Contractor shall include the quantity and cost of required dumpsters in their base bid. This TRADE CONTRACTOR shall figure \$600 per dumpster.
  - a. Dumpsters will be procured and managed by the Construction Manager.

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- b. Dumpster costs will be subtracted by change order from the successful trade contractor's base contract amount.
  - c. Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge. Waste material will be disposed of utilizing a method of sorting. This Trade Contractor will include disposal of its waste material to specific dumpster locations established for sorting on site.
29. 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.
30. 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.
- 31. 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.**
32. 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.
33. 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 on site.
34. 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.
35. 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**

36. 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
- 37. 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**

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**control requirements will result in the Construction Manager bringing a flagger onsite at the cost of the TRADE CONTRACTOR(S).**

38. 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.
39. 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.
40. 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.
41. 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
  - 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.

42. 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.
43. 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.
44. 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**

45. 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.

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- 46. 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.
- 47. Weekly Certified Payroll Reports are required on a monthly basis.
- 48. 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 for keeping all certified payroll documents for a minimum of 3 years or as dictated by the Illinois statute, whichever is longer.

**WARRANTY**

- 49. 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**

- 50. 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**

- 51. **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 0.20**. **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**

52. 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**

53. **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 **Project Manager**. 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.

54. All TRADE CONTRACTORS are required to use Procore to electronically submit all product data, shop drawings and RFI's (request for information) documentation. Procore 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.
55. 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

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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.

56. 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 11<sup>th</sup> day that all submittals required for that TRADE CONTRACTORS Bid Account that have not been received.

**CLEAN UP**

57. 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.

**LEED**

58. ~~ALL TRADE CONTRACTORS will not be permitted to reduce their retainage from 10% prior to submittal and approval of all Closeout Documents (excluding warranties) and all required LEED submittals. Once these items have been approved, the Project Manager will instruct the Trade Contractor when it is acceptable to reduce retainage.~~
59. ~~Please note this is a LEED Certified Project. (Leadership in Energy & Environmental Design) Therefore, each TRADE CONTRACTOR shall be responsible for the following: (NO EXCEPTIONS – See Section 018113)~~
- ~~1. Participate in and comply with all Leadership in Energy & Environmental Design (LEED) Plans associated with the work of this project requested and executed by Construction Manager including but not limited to documentation and implementation of sustainable practices as it relates to project waste management, Material & Resources, Indoor Environmental Quality, certification letters, VOC compliances verification, etc. Failure to submit LEED related documentation with contract submittals will result in rejection of same.~~
  - ~~2. As may be required for documenting LEED compliance, this trade contractor shall itemize materials and labor costs associated with the work of this contract including but not necessarily limited to material manufacturing point of origin, material final product point of origin, minimum percentage of post-consumer recycled content, minimum percentage of post-industrial recycled content, etc.~~
  - ~~3. Comply and participate with the waste management program established on the project including but not limited to breaking down and sorting all debris material (i.e. cardboard boxes, wood pallets, plastic, foam, etc.) and disposing of same at pre-established sorting dumpster locations on site. This trade contractor will be back charged the full cost of any dumpster for which this trade contractor has disposed on its debris and failed to comply with said rules. Furthermore, offending trade will be back charged accordingly for time taken by laborers to sort out mixed dumpsters.~~

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- 4. ~~Allow for all administrative time and resources to generate implement all documentation and submittals as to meet the required LEED initiatives.~~
- 5. ~~Be aware of all site conditions and project signage as it relates to site access and work construction areas. It is asked that all workers on site stay out of restricted “protected” areas and those areas where there is no work be left undisturbed. Furthermore, trades shall follow restricted staging and loading zones.~~

All LEED goals and initiatives will be reviewed in the project kick-off meetings as well as each week in contractor meetings. They will be strictly enforced by Construction Manager.

- 60. ~~All TRADE CONTRACTORS must fill out and submit the LEED Material Information Form found in the General Requirements Division 01. LEED Material Information Form must be filled out in its entirety. LEED Material Information Form will not be accepted if completed information is not documented. “N/A” will not be accepted as part of the completed form unless it applies to that section. All Trade Contractors are to provide all backup documentation and clearly indicate backup information to support material information form.~~

**LEAN**

- 61. 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.
- 62. 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**

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**BG1 BP10 SCOPE OF WORK FOR PLUMBING –  
CAPITAL 2022 PROJECTS – SOUTH ONLY**

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

1. This TRADE CONTRACTOR shall reference ALL General, Logistics Plan, Civil, Structural, Electrical, Plumbing, Mechanical, and Architectural drawings in this Bid Group 1 as they relate to Plumbing & Plumbing Demolition. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

**Note: This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

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.**

3. This TRADE CONTRACTOR shall review and become familiar with ALL documents included in this bid group. This Trade Contractor shall furnish, install, complete and/or otherwise comply with all work as noted and or implied by the following but not limited to: All Specification sections in Divisions 22, General Notes on Sheet P0.01h and all P Drawings.

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

4. This TRADE CONTRACTOR shall be responsible for furnishing, lay-out, and installation of all plumbing fixtures including sinks as listed in the specifications and shown on the construction documents.
5. This TRADE CONTRACTOR shall be responsible for connecting to existing plumbing lines (ie sanitary, storm, CW/HW/HWR,, vents) as shown on the construction 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.
6. 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, clips, hangers, misc. metal, etc... all work to be completed per applicable codes and standards.

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7. This TRADE CONTRACTOR shall be responsible for furnishing and installing all PVC related vent system piping complete for all Plumbing equipment as listed in the specifications and shown on the contract documents.
8. This TRADE CONTRACTOR shall coordinate all piping to avoid conflicts with areas required for other trade contractor's work (i.e., light fixtures, ceiling heights, FP Piping, FP Heads, etc...).

**Note:** Any Piping which is not coordinated and results in re-work either by this TRADE CONTRACTOR or OTHERS, the cost of such re-work will be the responsibility of this TRADE CONTRACTOR.

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

9. 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.
10. 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 8-1-22.

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

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

12. 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.
13. This TRADE CONTRACTOR shall be responsible to provide its own project layout according to the drawings, considering the benchmark locations and elevations that will be given by the Construction Manager.

14. This Trade Contractor shall be responsible to balance the HWR loop for areas that areas that are impacted by this scope of work.
15. 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.

This TRADE CONTRACTOR shall coordinate with Acoustical Ceiling Contractor and CONSTRUCTION MANAGER on all existing ceiling locations where ceiling grid/tile need to be removed for new piping install. Existing Ceiling Grid/Tile to be removed/replaced with by this trade contractor.

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

**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.

**ACCEPTANCE**

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

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

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**END OF SECTION 00300 –Scope**

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**BG1 BP1 SCOPE OF WORK FOR SELECTIVE DEMOLITION –  
CAPITAL 2022 PROJECTS – NORTH AND 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 General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 1 as they relate to Demolition. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

**Note: This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

2. It is highly recommended that this TRADE CONTRACTOR attends a **NON-MANDATORY** pre-bid walk through February 28th at 7:00 A.M. in order to clearly understand the extent of the building demolition that is required.
3. This TRADE CONTRACTOR shall be responsible for performing all Selective Demolition activities within the defined demolition work area as shown in the plans and specifications. This TRADE CONTRACTOR shall furnish all manpower, supervision, delegated design for shoring, permitting, equipment, means and methods required for the demolition scope of work. This TRADE CONTRACTOR to furnish all required dumpsters and trucking/hauling to remove and legally dispose of any and all demolished materials off-site.

**NOTE:** Asbestos Abatement activities (Floor Tile & Mastic) will be performed prior to demolition activities and a clean environmental document will be provided. Review Bid Group 1 Schedule provided for more information on abatement of existing areas in school.

**NOTE:** Reclaiming of refrigerant will be by the Mechanical Trade Contractor (if applicable).

**NOTE:** This TRADE CONTRACTOR shall review all Mechanical, Plumbing, and Electrical drawings. Removal of all demolished items shown on these pages is to be included in the Demolition Scope of Work. The MEP TRADE CONTRACTORS shall cut, cap, drain, and make safe all MEP items to be removed. All items are to be clearly marked by the MEP TRADE CONTRACTORS.

4. This TRADE CONTRACTOR shall be responsible for safe demolition of all existing building structures (including but not limited to steel framing and joists, decking, roofing, masonry, and concrete), mechanical assemblies, wall assemblies, roof assemblies, expansion joints, brick fascia, roof overhangs, slabs on grade, elevated concrete slabs, existing building foundations as shown on the architectural and structural demolition plans. Note, the sequencing of this demolition needs to be reviewed/approved by Construction Manager prior to proceeding and needs to follow overall construction schedule.
5. This TRADE CONTRACTOR shall be responsible for all concrete saw-cutting, steel cutting/torching required for demolition. This includes all Mechanical Chase Floor and Roof Openings shown on the Mechanical Drawings.

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6. This TRADE CONTRACTOR is to provide any/all excavation required to demolish/remove existing foundations and foundation walls that are scheduled for demolition. Removal of earth spoils and debris associated to this TRADE CONTRACTOR's scope of work shall be responsibility of this TRADE CONTRACTOR; Backfill will be the responsibility of the EXCAVATION TRADE CONTRACTOR.
7. This TRADE CONTRACTOR shall be responsible for removing and legally disposing of ALL selective demolition material including but not limited to all MEP materials: ductwork, light fixtures, electrical panels, toilet fixtures, conduits, piping, valves, equipment (unit ventilators, fan coil units, RTUs, AHUs, Exhaust Fans, Exhaust Hoods, etc.), etc. scheduled to be removed per the plans and specifications. This TRADE CONTRACTOR shall be responsible for ALL Demolition Keynotes listed on the Demolition sheets unless otherwise noted.

**NOTE:** THIS TRADE CONTRACTOR shall be responsible to provide demolition at both North and South Schools.

**NOTE:** This TRADE CONTRACTOR shall reference the Structural, and Electrical, Plumbing, Mechanical Demolition Sheets to verify the extents of this work. Any MEP demolition outside the Architectural Demolition Area shall be included in this TRADE CONTRACTOR's scope of work.

**NOTE:** This TRADE CONTRACTOR shall be responsible for the removal of the existing masonry dugouts shown on DG South C1.01 drawings including all foundations at the home side (North) dugout.

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

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

**NOTE:** Any mechanical equipment scheduled for REUSE will be removed/relocated by MECHANICAL TRADE CONTRACTOR.

8. This TRADE CONTRACTOR shall be responsible for all the masonry demolition identified on the demolition drawings, unless clearly called out otherwise.
9. This TRADE CONTRACTOR shall be responsible for removing and disposing of ALL doors, frames and hardware (Aluminum, Hollow Metal, Wood, etc.) scheduled to be removed according to the plans and specifications.
10. This TRADE CONTRACTOR shall be responsible for the demolition and/or removal of all ceiling assemblies (i.e. Acoustical tile, spline, drywall, plaster, etc.), window assemblies, flooring (ie. Ceramic, VCT, carpet, wall base including any and all mastic materials) wall openings and modifications, interior and exterior masonry walls, gypsum board walls, transom windows, paneling, lockers, doors, door frames, borrowed lites, toilet partitions, toilet accessories, plumbing fixtures, window shades, casework, and all other work to be removed per the plans and specifications.
11. This TRADE CONTRACTOR shall be responsible for protecting all interior items that are not part of its scope; this includes but is not limited to: adjacent materials/items/fixtures/systems and substrates, and existing structural to remain. Any questions or clarifications regarding the extents

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of the demolition shall be directed to the construction manager prior to the time and date listed in the specification manual.

12. This TRADE CONTRACTOR shall request, in advance, any and all disconnections required to be completed “by others” to the CONSTRUCTION MANAGER and necessary so as not to delay the project schedule.
13. This TRADE CONTRACTOR is responsible to verify and determine in advance and during demolition whether removal or demolition of any element will result in structural deficiency, overloading, failure or unplanned collapse, unwarranted triggering of FP systems, alarms, and to detect hazards resulting from demolition related activities.

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

14. This TRADE CONTRACTOR shall be responsible for temporary shoring and/or bracing identified in the construction documents, or as required by this TRADE CONTRACTOR’S work scope. This includes all delegated design and means & methods associated with this shoring. This TRADE CONTRACTOR shall be responsible for removal of any temporary shoring after all components are structurally tied-in and deemed safe by Construction Manager.
15. This TRADE CONTRACTOR shall be responsible for acquiring all necessary Demolition Permits from AHJ (Authority Having Jurisdiction) i.e. DuPage County prior to beginning any demolition work. If permits are required, this trade contractor shall acquire said permit(s) in a timely manner so as not to hold up any work in accordance with the overall construction schedule included in this specification manual.
16. 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.

**NOTE:** This TRADE CONTRACTOR understands there are areas of this building that will remain occupied and any equipment used indoors that emits toxic fumes/exhaust will need to be approved by the Construction Manager or an alternate fuel/equipment type needs to be provided. Electric or Scrubbers will need to be utilized on all large demolition equipment.

**NOTE:** This TRADE CONTRACTOR needs to use water or other dust remediating techniques to minimize dust pollution in interior areas. Water connection is available on-site.

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

17. This TRADE CONTRACTOR shall leave the site in a safe and orderly manner including barricades and effective deterrents from any and all possible dangers on a daily basis and at the conclusion of this trade contractor’s work

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

18. **Alt. Bid #3 -THIS TRADE CONTRACTOR shall provide an DEDUCT Alternate at DG South to remove all demolition shown in hatched area shown on Drawing AD2.02.h. and all associated MEP drawings.**

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19. 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 BP2 SCOPE OF WORK FOR EXCAVATION & SITE UTILITIES –  
CAPITAL 2022 PROJECTS – DG South Only**

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

1. This TRADE CONTRACTOR shall reference ALL General, Logistics Plan, Civil, Structural, Architectural sheets included in this Bid Group 1 as they relate to Excavation and Site Utilities. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this trade contractor’s scope of work within the designated durations provided.

**This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

2. This TRADE CONTRACTOR shall be responsible for furnishing all material, labor, supervision, layout and survey services associated with this work. The surveying/layout and utility locating is the responsibility of THIS TRADE CONTRACTOR. CAD documents will be provided.

**NOTE:** This TRADE CONTRACTOR shall be responsible for furnishing As-builts signed and sealed by a licensed engineer as well as inverts and locations of installed utilities. Refer to contract documents including As-Built Notes on drawing sheet C0.01 and project manual for further information.

3. This TRADE CONTRACTOR shall be responsible for **all** mass grading, earth moving, re-spread, hauling, importing, excavation, backfill and compaction, rough grading and fine grading of base to **(+/- 0.1 foot or 1.2”)** under sidewalks, building pads, etc. as shown on the drawings and specifications to achieve the final working grade.

**NOTE:** This TRADE CONTRACTOR responsible for all excavation required for new foundations of the home side Dugout as shown on DG South Drawing C2.00 and AS1.40.h. There is an existing water main in this location and this TRADE CONTRACTOR is responsible to locate and protect any and all existing utilities in this location.

4. This TRADE CONTRACTOR shall be responsible for SITE DEMOLITION including: existing base, sidewalks, topsoil, vegetation, and trees to required sub-grades as indicated on construction documents and/or as specified in the project manual. Demolition of existing dugouts including foundations will be BY OTHERS.

This TRADE CONTRACTOR shall be responsible for all site demolition as shown on the drawings including all storm lines and structures, sanitary lines and structures, sidewalks shown for removal, etc... Cut and cap storm and sanitary as shown on contract documents. **All underground utilities shown to be removed or abandoned shall be investigated and confirmed by this TRADE CONTRACTOR. Any utilities that are “live” and need to remain but are shown to be removed shall be indicated to CONSTRUCTION MANAGER PRIOR to demolition.**

5. This TRADE CONTRACTOR shall be responsible for the cut, fill and compaction necessary to construct the slabs on grade. This Trade Contractor is also responsible for the excavation and subsequent backfill and compaction for the Footings, Foundations, Sidewalks, & Frost Stoops.

**NOTE:** This TRADE CONTRACTOR shall provide any necessary lifts/proof rolling to complete its scope of work to meet the proper compaction of sub-grade and/or backfill materials. Proof rolls shall be coordinated so that those TRADE CONTRACTORS that will install any work above sub-grade, including but not limited to asphalt/paving contractor, concrete paving contractor, etc., can be present.

**NOTE:** This TRADE CONTRACTOR shall coordinate with concrete contractor regarding phasing, logistics, schedule, etc. All dewatering (if necessary) in the footing excavation shall be the responsibility of this Trade Contractor. Dewatering must be filtered through a filter bag and comply with procedures per Illinois Law.

6. This TRADE CONTRACTOR shall be responsible for the furnish and install of the Compacted Granular Fill under all slab-on-grade installations including sidewalks and pavement, see structural and civil drawings for thickness and details for the Compacted Granular Fill.

**NOTE:** This Trade Contractor shall be responsible for any and all landscape restoration (sod) for areas disturbed by this TRADE CONTRACTOR. See drawing C2.00 for approximate quantity of Sod Restoration and minimum amount of SOD restoration that should be included in this package.

7. This TRADE CONTRACTOR shall be responsible for topsoil and/or non-topsoil stockpiling, hauling, importing, and management/maintenance thereof for all excavation spoils—including re-spreading of topsoil and/or non-topsoil). This TRADE CONTRACTOR shall be responsible for all removal and legal off-site disposal of all spoils and debris, which corresponds to this TRADE CONTRACTOR’S scope of work. Stockpile locations must be coordinated with CONSTRUCTION MANAGER.

**NOTE:** THIS TRADE CONTRACTOR shall be responsible to furnish and install all warning track mix as shown on C2.00.

8. This TRADE CONTRACTOR shall provide a minimum of 4” of topsoil to all areas that are to be restored to a vegetative condition. Topsoil to be installed per project specifications and standards.

**NOTE:** Top 2” of topsoil to be free from lumps, stones or foreign matter larger than ½” diameter.

9. This TRADE CONTRACTOR shall be responsible for installation, maintenance, and removal of all sediment and erosion control items required for their work only as indicated on the drawings and/or as required per codes or local authorities. This TRADE CONTRACTOR shall provide silt screen over all inlets to prevent clogging of underground piping. Silt fencing is to be included. Refer to contract documents for specific requirements including all notes on drawings and associated specific details.

10. This TRADE CONTRACTOR shall be responsible for all dewatering as associated with this TRADE CONTRACTORS work. Dewatering activities including pumping (gas or electric), swales, sump pits, etc. shall be put in place within 24 hours of a rain event so as to minimize schedule delays. Any dewatering activities shall be in accordance with Illinois Law and proper SWPPP Procedures.

11. This TRADE CONTRACTOR shall provide all associated trucking of imported and exported materials approved by Construction Documents.

12. This TRADE CONTRACTOR shall be responsible for scheduling with Construction Manager of all required testing for compaction, etc... This TRADE CONTRACTOR shall be responsible for

adherence with all testing procedures and/or Geo-Technical Engineering findings and recommendations. Testing by others.

- 13. This TRADE CONTRACTOR shall be responsible for all public access (streets, roads, aprons, curbs, sidewalks, roads, etc.) maintenance on a daily basis and for the duration of all on site activities and to ensure that it is clear of dirt, dust, debris, mud, stones, rocks, sediment and/or project related materials of any kind caused by this TRADE CONTRACTOR. This TRADE CONTRACTOR shall provide all required street sweeper during her/his work period. Refer to contract documents, including General Notes on C0.01 for further information.
- 14. This TRADE CONTRACTOR shall be responsible for all site Storm as shown on C3.00. This TRADE CONTRACTOR shall be responsible for furnishing and installing the piping (including all trenching, backfill, and accessories) from that point forward with the approved tie-ins. And shall also be responsible for any water main protection.
- 15. This TRADE CONTRACTOR is responsible for all backfill to complete the utility work compacted to proper specification of Construction Documents.
- 16. This TRADE CONTRACTOR is responsible for doing all necessary research on piping and structure sizing with local and/or state authorities as required.

**ALLOWANCES, BOND, AND ALTERNATES**

- 1. This TRADE CONTRACTOR 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**  
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**BG1 BP3 SCOPE OF WORK FOR SITE CONCRETE  
CAPITAL PROJECTS – SOUTH ONLY**

**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, Demolition, Civil, Structural, Architectural Sheets included in this **Bid Group 1** as they relate to Concrete –Site. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this trade contractor’s scope of work within the designated durations provided.

**This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

2. This TRADE CONTRACTOR shall be responsible for foundations and slabs for the new dugout at DG South per the drawings and specifications.

**NOTE:** Excavation (including furnish and install of stone base) and backfill of the SITE concrete (i.e. sidewalks, curbs, S.O.G., equipment pads, etc...) is to be performed by the EXCAVATION/ SITE UTILITIES TRADE CONTRACTOR to (+/- 1.2” ~ 0.1 foot). This TRADE CONTRACTOR should assume some final grading of base and compaction prior to forming and placement of site and building concrete.

**NOTE: THIS TRADE CONTRACTOR shall protect existing conditions and if necessary, buggy the concrete to the avoid disturbance of school grounds. All logistics to be coordinated with the CM prior to work activities. Also, any permitting required and/or flaggers needed to deliver concrete off of 63<sup>rd</sup> is the responsibility of THIS TRADE CONTRACTOR.**

3. This TRADE CONTRACTOR shall be responsible for all concrete materials, forms, shoring, bracing, sealant, rigid insulation, equipment, tools, labor and any other element required to furnish a fully complete and correct concrete installation at all sidewalks, ramps, all curb ramps for sidewalks, all concrete walks, all concrete stairs, all concrete paving, slabs-on-grade, elevated slabs, parterre seating, foundation walls, frost walls, interior and exterior footings, spread footings, stepped footings, thickened slabs, depressed slabs, stoops, piers, sealers, filler strips, expansion joints, isolation joints, control joints, grouting of base plates, equipment pads, and any other cast in place concrete within the work area as indicated on construction documents and/or as specified in the project manual.

**Note:** This TRADE CONTRACTOR shall be responsible for all concrete embedded anchor bolts, concrete embeds furnished by MASONRY TRADE CONTRACTOR. This TRADE CONTRACTOR shall be responsible for grouting/ leveling of all setting plates.

**Note:** This TRADE CONTRACTOR shall submit to Construction Manager a proposed control joint layout for all flatwork at least 72 hours in advance of pouring. The Architect will review proposed layout and provide approval of layout prior to pouring flatwork.

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4. This TRADE CONTRACTOR shall be responsible for all General Notes, Concrete Notes, Foundation Notes, Post Installed Mechanical Anchor Notes, and Post Installed Adhesive Anchor Notes on sheet AS1.40.h
5. This TRADE CONTRACTOR shall be responsible for protecting all cast-in-place concrete from staining, laitance, and contamination until date of substantial completion.
6. This TRADE CONTRACTOR shall be responsible for supplying professional rebar shop drawings and for furnishing and installing all rebar as indicated on construction documents and/or as specified in the project manual. Rebar shop drawings are due to Construction Manager 10 days after Notice to Proceed.

**NOTE: This Trade Contractor is also responsible for furnishing and installing the up-turned or drilled-in rebar out of slabs or foundations for all masonry walls, including the correct layout, as shown and called for on the Construction Documents.**

7. This TRADE CONTRACTOR shall be responsible for all WWF (welded wire fabric) or macro-synthetic fibers, expansion joints, doweling, epoxy anchors, construction joints, control joints, space control joints, slab box-outs, fillers, caulking, sealants, vapor retarder/barrier, bond breaker, insulation, concrete finish, etc. for this trade contractor’s scope of work as indicated on construction documents and/or as specified in the project manual.

**NOTE:** This Trade Contractor is also responsible for all drilling, doweling, epoxy anchoring of new foundation/footings to existing foundation/footings, as identified on the contract documents. Note dowelling method to be inspected by adhesive anchor manufacturer’s rep for correct installation method.

8. This TRADE CONTRACTOR shall accept sub-grade and base conditions prior to proceeding. Sub-grade and base acceptance apply to all aspects of this Trade Contractor’s work. Issues taken with sub-grade and base conditions are to be itemized and presented (location plan and narrative) in writing to Construction Manager. Proceeding with the work will constitute acceptance of sub-grade and base conditions by this TRADE CONTRACTOR.
9. This TRADE CONTRACTOR shall be responsible for replacing at its cost any concrete that does not meet the required technical specification or required elevations or slope and shall remove all debris off site.
10. This TRADE CONTRACTOR shall be responsible for providing its own project layout according to the drawings. This TRADE CONTRACTOR shall protect and maintain all survey stakes provided by this trade contractor or others.

**NOTE:** It is the responsibility of this TRADE CONTRACTOR to employ a qualified land surveying professional to provide an as-built survey of the anchor bolts and foundations immediately upon completion of this scope of work or as directed by the Construction Manager. This will be used to confirm locations are correct prior to structural steel erection. The as-built survey shall be included in this TRADE CONTRACTOR’s base bid.

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11. This TRADE CONTRACTOR shall be responsible for providing a commercial **TEMPORARY CONCRETE WASHOUT STATION** (as pre-approved by Wight Construction) including furnish, install, and removal of associated signage.
12. This TRADE CONTRACTOR shall be responsible for providing all shop drawings, submittals and mock-up's per project specifications in a timely manner.
13. This TRADE CONTRACTOR shall take precautions not to damage, remove, relocate, etc... any of the Erosion and Sediment Control Measures (silt fence, inlet protection, tree protection, etc..) while working on-site.
14. This TRADE CONTRACTOR shall be responsible for coordinating with Construction Manager for scheduling of all required testing for concrete cylinders, backfill and compaction. This TRADE CONTRACTOR shall be responsible for adherence with all testing procedures and/or Geo-Technical Engineering findings and recommendations. Testing by others.

**ALLOWANCES, BOND, AND 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.

**ACCEPTANCE**

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

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

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**END OF SECTION 00300 –Scope**

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**BG1 BP4 SCOPE OF WORK FOR MASONRY –  
CAPITAL 2022 PROJECTS– NORTH AND 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 General, Logistics Plan, Civil, Structural, and Architectural drawings in this Bid Group 1 as they relate to Masonry. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

**This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc... to complete all aspects of this trade contractor’s work including all Interior/Exterior CMU Walls, CMU infill Walls, cmu infills, Bond beams, & Reinforcements, per The Contract Documents and as detailed on Wall Types A8.0, & all plans and sections.

**Note:** This TRADE CONTRACTOR shall be responsible for Window infills at DG North as shown on A2.00h, note A-1. The existing window opening is trimmed with bullnose block and this trade contractor is to smear mortar to flush this out with new CMU block installation.

**Note:** All joints of exposed CMU is required to have raked joints and radiused corners. Any damaged block shall not be used.

**Note:** This TRADE CONTRACTOR shall acknowledge the required special inspections and Masonry notes on Structural Drawings. This TRADE CONTRACTOR will be responsible for all reinforcement details as shown on the documents. Inspections & Testing will be provided by CONSTRUCTION MANAGER.

**Note:** All Scaffolding required to accommodate this scope of work is the responsibility of this TRADE CONTRACTOR.

**Note:** This TRADE CONTRACTOR shall repair any and all ruts caused by this trade contractors’ equipment.

3. This TRADE CONTRACTOR shall be responsible for furnishing and installing all **interior caulking/filler/sealant** etc... at control joints and/or where the masonry abuts dissimilar materials as required per the plans and specifications.
4. This TRADE CONTRACTOR shall be responsible for furnishing and installing all reinforcing requirements, including reinforcing bars, bond beams, lintels, dowels, wire mesh, wall ties, straps, pins, anchors, welding of ties/anchors to columns, and any other items required for completion of this trade contractor’s work as indicated in the plans and specifications.

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

5. This TRADE CONTRACTOR shall be responsible for all scraping, rubbing, cleaning (chemical wash) and rinsing of this trade contractor's work in a timely manner in order that it be left in a finished state and/or ready to accept further finishes by others as indicated in the plans and specifications.
6. This TRADE CONTRACTOR shall be responsible for scraping **excess mortar off of the floor ON A DAILY BASIS and/or for protecting the floor from mortar to avoid staining of concrete floors.**
7. This TRADE CONTRACTOR shall be responsible for all expansion and/ or control joints assemblies required as shown and/or as required by the technical agency having jurisdiction (i.e. National Concrete Masonry Association (NCMA), etc...), including but not necessarily limited to all expansion and control joint fillers, compressible filler, preformed compressible corrugated rubber deck closures, fire-safing, fire-caulking, sealant, backer rods and preformed gaskets as indicated in the plans and specifications.
8. This TRADE CONTRACTOR shall be responsible for all tooled joints in all exposed masonry work as required and as indicated in the plans and specifications.
9. This TRADE CONTRACTOR shall be responsible for the infill of existing doors, windows, and louvers as shown in the architectural drawings.

**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.

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

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**END OF SECTION 00300 –Scope**

**BG1 BP6 SCOPE OF WORK FOR ACOUSTICAL CEILINGS  
CAPITAL 2022 PROJETS – NORTH AND 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 General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 1 as they relate to Acoustical Ceilings. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this trade contractor’s scope of work within the designated durations provided.

**Note: This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc. to complete all aspects of this TRADE CONTRACTOR’s work including ALL suspended acoustical ceiling components including: acoustical panels, metal suspension systems, perimeter suspension edge trim, metal edge moldings, acoustical ceiling panels, moldings, trim, transition trims, hangers, tie wires, fasteners, etc. as listed in the Specifications and shown on the reflected ceiling plans in the drawings.

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

3. This TRADE CONTRACTOR shall be responsible for the coordination and accommodation of miscellaneous equipment and fixtures scheduled to be installed in acoustical ceilings including but not limited to grilles, diffusers, access panels, light fixtures, fire alarm fixtures, sprinklers, etc. as listed in the specifications and shown on the construction documents.
4. This TRADE CONTRACTOR shall be responsible for providing mockups as defined/ detailed in the specifications.
5. This TRADE CONTRACTOR shall be responsible for any and all final adjustments to the suspension system for final light fixture and sprinkler head location and positioning.
6. This TRADE CONTRACTOR shall provide all clip hangers, angles, and miscellaneous metal of any nature, which is required for work covered by this Contract.
7. This TRADE CONTRACTOR shall be responsible for protecting any and all Acoustical Ceilings related materials and equipment on-site and as specified: prior to installation,

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during installation and/or until final acceptance by Construction Manager. Refer to specifications for further detail.

**ALLOWANCES, BOND, & ALTERNATES**

8. **Alt. Bid # 3: THIS TRADE CONTRACTOR shall provide a DEDUCT Alternate for DG South to not furnish and install all Acoustical Ceilings as shown as BID ALTERNATE #3 on sheet A3.02.h**
9. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 002010 of the General Conditions.

**ACCEPTANCE**

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

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

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**

**BG1 BP7 SCOPE OF WORK FOR FLOORING FOR  
CAPITAL 2022 PROJECTS – NORTH AND 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 General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 1 as they relate to Flooring. This TRADE CONTRACTOR shall read all Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

**Note: This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc... to complete all aspects of this TRADE CONTRACTOR’s work for flooring including all Resilient Base, Resilient Flooring, Quartz, Carpet, LVT, and Reducer Strips and all associated transitions as listed in the specifications and shown on the construction documents.

**NOTE:** This TRADE CONTRACTOR shall be responsible for skim-coating entire floor to receive quartz and LVT flooring. This cost shall be included in the base bid.

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

**NOTE:** This TRADE CONTRACTOR shall install OWNER PROVIDED CPT-1 at DG South.

3. This TRADE CONTRACTOR shall be responsible for providing all transition profiles per details on A7.02.h as they relate to this TRADE CONTRACTOR’s scope of work.
4. This TRADE CONTRACTOR shall be responsible for all layout work, measuring and field dimensioning associated with this Trade Contractor’s work.
5. This TRADE CONTRACTOR shall be responsible for all floor preparation required for the work of this TRADE CONTRACTOR. Start of work by this trade contractor on top of or against concrete/masonry/drywall or any other surface acknowledges this trade contractor’s acceptance of quality and completeness of adjacent surface.
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.

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

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

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

**ALLOWANCES, BOND, & ALTERNATES**

- 1. **Alt. Bid # 3: THIS TRADE CONTRACTOR shall provide a DEDUCT Alternate for DG South to not furnish and install all Flooring as shown as BID ALTERNATE #3 on sheet A7.02.h**
- 2. 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: \_\_\_\_\_

003000-2



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

**END OF SECTION 003000 –Scope**

**BG1 BP8 SCOPE OF WORK FOR PAINTING –  
CAPITAL 2022 PROJECTS – NORTH AND 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 General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Electrical, and Technology Sheets included in this Bid Group 1 as they relate to Painting. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this trade contractor’s scope of work within the designated durations provided.

**Note: This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc... to complete all aspects of this TRADE CONTRACTOR’s work including all Interior/Exterior Paint (all types including urethane paint), Coatings, Primer, Painting all exposed Structural Steel/ elements/ Misc metals, all Hollow Metal Doors & Frames, stair stringers, HM Framed Openings, as listed in the specifications and shown on the construction documents.

**NOTE:** This TRADE CONTRACTOR shall be responsible to paint ALL interior items at North and South and all Exterior Painting at DG South (Dugouts) as per drawing AS1.41.h.

**NOTE:** This TRADE CONTRACTOR shall provide alternate pricing #1 to paint existing shed (behind home plate) to match new dugouts.

**NOTE:** This TRADE CONTRACTOR shall be responsible for all Finish Legend Notes on A7.02.h as they relate to this scope of work.

**NOTE:** This TRADE CONTRACTOR shall NOT be responsible for any wood finishing. All doors will be prefinished.

3. This TRADE CONTRACTOR shall be responsible for painting all drywall ceilings and soffits, plywood, masonry walls, drywall walls, column enclosures/infills, etc. as shown and specified.

**NOTE:** This TRADE CONTRACTOR shall be responsible for ALL drawings and NOT only the finish drawings.

4. This TRADE CONTRACTOR shall be responsible for painting all exposed structural steel columns and posts, beams, joists, lintels, etc.

5. Start of work by this trade contractor on top of or against any other surface acknowledges this trade contractor’s acceptance of quality and completeness of that surface.

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6. This TRADE CONTRACTOR shall be responsible of providing mockups as defined/ detailed in the specifications.
7. This TRADE CONTRACTOR is responsible to provide all ladders, scaffolding, hoisting, lifts, etc. necessary to complete work in accordance with project schedule.
8. Start of work by this trade contractor on top of or against any other surface acknowledges this trade contractor's acceptance of quality and completeness of that surface.
9. This TRADE CONTRACTOR shall provide proper protection of all flooring and adjacent surfaces. Any damage will be responsibility of this trade contractor.
10. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
11. This TRADE CONTRACTOR shall perform daily clean-up operations and shall comply with all OSHA safety requirements.
12. This TRADE CONTRACTOR shall provide, on a separate form to be submitted with bid documents, a quantity take-off and cost breakdown of this bid.
13. This TRADE CONTRACTOR shall be responsible for protecting any and all Painting/ Sealing related materials and equipment on-site and as specified: prior to installation, during installation and/or until final acceptance by Construction Manager. Refer to specifications for further detail.
14. This TRADE CONTRACTOR is responsible for furnishing, delivering and properly labeling all Extra Materials required per the specifications.
15. This TRADE CONTRACTOR shall **include 40 hours** of labor for touch up painting as directed by the Construction Manager.

**ALLOWANCES, BOND, & ALTERNATES**

16. **Alt. Bid # 1: THIS TRADE CONTRACTOR shall provide an ADD Alternate for DG South to paint the existing shed (behind home plate) to match dugouts.**
17. **Alt. Bid # 3: THIS TRADE CONTRACTOR shall provide an DEDUCT Alternate for DG South to not provide painting in the hatched area shown as BID ALTERNATE #3 on sheet A3.02.h**
18. 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.

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Community High School District 99  
Capital 2022 Projects

Initials: \_\_\_\_\_ / \_\_\_\_\_

2500 North Frontage Road  
Darien, IL 60561

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**

**BG1 BP9 SCOPE OF WORK FOR MILLWORK  
CAPITAL 2022 PROJECTS – NORTH AND 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 General, Existing Architectural, Architectural Demolition, Architectural, Kitchen, and Technology Sheets included in this Bid Group 1 as they relate to MILLWORK. 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 will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in back charge to expedite other TRADES.**

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 MILLWORK including but not limited to ALL Upper Cabinets, Base Cabinets, PLAM Cabinets, Recessed wall cabinets, Countertops (P-Lam, Solid Surface, Associated Backsplashes), countertop substrates, sills, PVC edge banding, Filler Panels, adjustable shelves, veneers, P-Lam Sliding Doors, toe kicks (and removable toe kicks as required), removable access panels, associated hardware (to include required locking devices), etc. for a complete casework install as indicated in the contract documents.

**NOTE:** This TRADE CONTRACTOR shall furnish and install all grommets and coordinate with Construction Manager the location prior to installation. This TRADE CONTRACTOR shall figure (15) grommets and include a separate mobilization to drill these in after owner has had time to move into the space.

**NOTE:** This Trade Contractor shall provide cut-outs for outlets and sinks as needed. All plumbing items and final connections of sink is to be by the PLUMBING CONTRACTOR.

3. This TRADE CONTRACTOR shall be responsible for furnishing and installing any countertop brackets (in wall and surface mount) and coordinating with FRAMING AND DRYWALL CONTRACTOR for installation of any in-wall brackets.

**NOTE:** This TRADE CONTRACTOR shall provide a complete and detailed drawing to include ALL required in wall blocking to be furnished and installed by others.

**NOTE:** This TRADE CONTRACTOR shall coordinate keying requirements for all lockable casework with Construction Manager-

4. This TRADE CONTRACTOR shall include finished end panels required for exposed sides of cabinets.
5. This TRADE CONTRACTOR shall be responsible for any sealants or caulk related to this TRADE CONTRACTOR’s scope of work.
6. This contractor shall be solely responsible for the field measurement and verification, in a timely manner, in order to deliver and install casework per the project schedule included in this manual. Drywall might not be installed prior to field measurement. Laser scanning shall be used as

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necessary for accurate dimensions. This TRADE CONTRACTOR shall also be responsible for all layout work.

**NOTE:** This TRADE CONTRACTOR shall be responsible for any templates required to scribe the countertops and shelves on curved walls per the bid documents.

7. This TRADE CONTRACTOR shall be responsible for all floor and/or wall preparation required for the work of this TRADE CONTRACTOR. Start of work by this trade contractor on top of or against concrete/masonry/drywall or any other surface acknowledges this trade contractor's acceptance of quality and completeness of adjacent surface.
8. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor's work as noted in the plans and specifications.

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

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

9. This TRADE CONTRACTOR shall be responsible for protecting any and all casework and related materials and equipment on-site and as specified: prior to installation, during installation and/or until final acceptance by Construction Manager.
10. 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.
11. 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.
12. This TRADE CONTRACTOR is responsible to coordinate with other trades (Electrical, Plumbing, Carpentry, etc) to insure proper installation of casework.
13. This TRADE CONTRACTOR is responsible to provide all ladders, scaffolding, hoisting, lifts, etc. necessary to complete work in accordance with project schedule.
14. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.

#### **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.

**ACCEPTANCE**

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

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

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**END OF SECTION 003000 –Scope**

**BG1 BP11 SCOPE OF WORK FOR HVAC –  
CAPITAL 2022 PROJECTS – NORTH AND 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 General, Architectural, Architectural Demolition, Architectural, Landscape, Mechanical, Plumbing, Electrical drawings in this Bid Group 1 as they relate to HVAC. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

**Note: This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

**NOTE:** This TRADE CONTRACTOR shall be responsible for to install owner furnished FCU-2-278 as shown on the documents including all associated piping.

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 any and **all piping, fittings, valves, drain lines (D), flexible connections, all hangers/supports, identification, testing-adjusting-balancing, ducts, duct lining, duct accessories, Diffusers, Grilles, Registers, Rebalance of existing units, Existing Fan Coil Units, Wall Sleeves,** and other specified requirements for a complete, conforming and operable system as shown/stated in the plans and specifications and delivered per the project schedule.
3. This TRADE CONTRACTOR shall review and become familiar with ALL documents included in this bid group. This Trade Contractor shall furnish, install, complete and/or otherwise comply with all work as noted and or implied by the following but not limited to: All Specification sections in Division 23, General Notes on Sheet MD2.00.h, M0.00.h, M2.00.h, MD2.02.h, M0.01.h, M2.02.h, M5.01.h, M6.0d1.h, M7.01.h, ME.1.0.h, ME.1.02.h Drawings
4. This TRADE CONTRACTOR is responsible for shop drawings, layout, and field layout of this Trade Contractor’s work. This TRADE CONTRACTOR shall coordinate the installation of his work with plumbing, electrical, fire suppression, technology, concrete, metal framing and drywall, ceiling and all other trades as required.

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

5. This TRADE CONTRACTOR shall be responsible for ALL HVAC Insulation.
6. All concealed round ducts shall be externally wrapped unless otherwise specified.

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7. BAS (Building Automation System) and rough-in for temperature control will be by OTHERS. Instrumentation and Control for HVAC, Direct Digital Control for HVAC, Sequence of Operation for HVAC shall be the responsibility of OTHERS. This TRADE CONTRACTOR is responsible for coordinating with Temperature Controls Contractor on equipment type and location. This trade contractor responsible for installation of all controls valves (furnished by others)
8. This TRADE CONTRACTOR is responsible for relocation of all mechanical equipment to be re-used (if any) and for attic stock equipment that is to be used. This includes disconnection, rigging, hoisting, staging, storing, protecting, and reinstallation as required per the Mechanical Drawings. This shall also include Balancing and Startup procedures.
9. This TRADE CONTRACTOR shall coordinate with ACOUSTICAL CEILINGS TRADE CONTRACTOR and CONSTRUCTION MANAGER on all existing ceiling locations where ceiling grid/tile need to be removed for new ductwork/piping install.
10. All HVAC Demolition work shown on construction documents will be by OTHERS. **However, this TRADE CONTRACTOR, shall mobilize prior to demolition activities to assist in marking existing ducts, piping, equipment, etc., “to remain” and “to be removed” for coordination with the DEMOLITION CONTRACTOR and CONSTRUCTION MANAGER.** This TRADE CONTRACTOR is responsible for disconnecting and MAKING SAFE AND DRAINING all HVAC related piping, ductwork, equipment, controls that are **“to be removed”**. Removal of these items to be by DEMOLITION CONTRACTOR.

**Note:** All refrigerant is to be reclaimed and is the responsibility of this TRADE CONTRACTOR.

**Note:** Unless otherwise noted, all branch HVAC piping **“to be removed”** needs to be disconnected and capped at piping header and labeled for DEMOLITION Contractor.

11. 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.
12. 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.

**NOTE:** 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.

13. 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.

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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.
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. This trade contractor responsible for sealing/flashing any exterior duct or piping penetrations that are included in their scope. This trade contractor responsible for providing a weather/water tight penetration.
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 which is not coordinated and results in re-work either by this TRADE CONTRACTOR or OTHERS, the cost of such re-work will be the responsibility of this TRADE CONTRACTOR.

**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, lane closures, 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 providing all shop drawings, submittals and mock-up's per project specifications in a timely manner.

**ALLOWANCES, BOND, & ALTERNATES**

- 1. **Alt. Bid # 3: THIS TRADE CONTRACTOR shall provide a DEDUCT Alternate for DG South to omit furnish and install all HVAC components as shown BID ALTERNATE #3 on sheet M2.02.h**
- 2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**ACCEPTANCE**

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

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

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF SECTION 00300 –Scope**

**BG1 BP12 SCOPE OF WORK FOR ELECTRICAL –  
CAPITAL 2022 PROJECTS – NORTH AND 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 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 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, Low Voltage Wiring, AV raceways, Clocks, Speakers, and all Fire Alarm Device Reinstallation**

Note: This Trade Contractor Shall be responsible to remove existing FA Devices and reinstall in new Acoustical Ceilings.

Note: This TRADE CONTRACTOR shall be responsible to provide all Low Voltage Raceways and Wiring. Including all Clocks, relocating of PA speakers, phone system, relocation of existing projector, and reinstallation of existing wireless access points.

**NOTE: This TRADE CONTRACTOR shall be responsible for electrical disconnect of all Electrical and HVAC 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 DEMOLITION TRADE CONTRACTOR.**

3. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc. to complete all aspects of this trade contractor’s work for the complete electrical package including but not limited to **power, temporary power, panels, outlets, interior lighting, occupancy sensors, emergency lighting, exit lighting, temporary lighting, lighting controls, disconnects, miscellaneous equipment/motor wiring, exit signs, plates, boxes, motion detectors, dimming devices, relays, Low Voltage items, AV items, Fire Alarm components 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.

004100-1

4. 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 electrical equipment including light fixtures, Fire Alarm Devices, Blue Point Devices, timeclocks, short throw projectors, and all other items as noted on the E series.

5. 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.
6. 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, etc..
7. 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.
8. 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.
9. 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.
10. 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.
11. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor's work as noted in the plans and specifications.

**Note: This TRADE CONTRACTOR's Guarantee/warranty period of equipment will not start until after final acceptance, including any and all equipment utilized before final acceptance.**  
Targeted Substantial Completion Date of 8-1-22.

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12. 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.

13. This TRADE CONTRACTOR shall include all rigging, hoisting, cranes, lifts, etc. necessary to install any work in this scope of work.
14. 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. **Alt. Bid # 3: THIS TRADE CONTRACTOR shall provide a DEDUCT Alternate for DG South to omit furnish and install all Electrical components as shown BID ALTERNATE #3 on sheet ED2.02.h and E2.02.h.**
2. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 00201 of the General Conditions.

**ACCEPTANCE**

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

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

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**END OF SECTION 00300 –Scope**

**BG1 BP5 SCOPE OF WORK FOR GENERAL TRADES  
CAPITAL 2022 Projects – NORTH AND 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 General, Existing, Architectural Demolition, Architectural, Structural, Mechanical, Plumbing, Electrical Sheets included in this Bid Group 1 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.

**This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in backcharge to expedite other TRADES.**

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 Structural Steel, Rough Carpentry, Joint Sealants, Caulking, Penetration Firestopping, all required plywood backing (structural or non-structural) all blocking (including any required, wall, windows, roller shades, casework, display cases, etc.), Doors, Frames, and Hardware, Metal Framing and Drywall, Fire Protection (Allowance), Signage, Window Roller Shades, Exterior Dugout Roof Structure, Asphalt Shingles, etc. All work shall be completed according to the specifications and as shown on the construction documents.

**Note:** This TRADE CONTRACTOR shall be responsible to furnish and install Structural Steel for the DG South Dugouts.

**NOTE:** This TRADE CONTRACTOR shall be responsible for delivering all base plates and anchor bolts by June 1<sup>st</sup> 2022 to be installed by the CONCRETE TRADE CONTRACTOR.

**NOTE:** This TRADE CONTRACTOR must engage with adhesive anchor manufacturer’s representative for all anchor training and installation. Training certificates will be required for installers and given to engineer. See Post Installed Adhesive (Chemical) Anchor Notes on sheet AS1.40.h and AS1.41.h.

**Note:** All steel iron members shall be finished with all welds ground and finished as specified. Field touch-up of areas damaged during installation, including all field bolted and field welded connection, priming, etc. is included and is required for acceptance by Construction Manager.

**Note:** This TRADE CONTRACTOR shall be responsible to furnish and install all material and labor for the wood roofing structure at the DG South Dugouts and all roofing components including but not limited to asphalt shingles, felt underlayment, prefinished aluminum flashings, and sealants.

**Note:** This Trade Contractor shall furnish and install all doors, frames, and hardware per the bidding documents. Including all HM Window Frames and glazing for windows and doors.

**Note:** This TRADE CONTRACTOR shall be responsible for all light gauge metal framing and gypsum board assemblies. Including all A-16 notes for patching.

004100-1



**NOTE:** This TRADE CONTRACTOR shall be responsible for any insulation U.N.O. in this document. Acoustical, fiberglass, rigid and batt insulation.

**Note:** This TRADE CONTRACTOR shall include an allowance of \$10,000.00 for fire protection modifications that is needed to drop sprinkler heads to new ceiling heights. CM will work with THIS TRADE CONTRACTOR on coordinating this work with appropriate parties.

**Note:** This Trade Contractor shall be responsible for furnishing and installing all signage as shown on A8.00.h.

**Note:** This TRADE CONTRACTOR shall be responsible to furnish and install all window roller shades at DG South as shown on A3.02.h.

3. This TRADE CONTRACTOR shall be responsible for all penetration fire-stopping, acoustical penetration details (AC series drawings) and labeling of penetrations for all trades and penetrations. 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. Masonry Joints sealants are by the MASONRY CONTRACTOR. Millwork related sealants are by the MILLWORK CONTRACTOR.
4. 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, as indicated on plans. Any blocking not indicated on plans required for support of casework/millwork, visual displays, manual/ motorized roller shades, etc., is to be included in this TRADE CONTRACTOR's cost.
5. This TRADE CONTRACTOR shall be responsible for the FURNISH AND INSTALL of all Hollow Metal Doors, Flush Wood Doors, and associated Door Hardware as shown in the Contract Documents. 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. This TRADE CONTRACTOR shall be responsible for unloading and receiving all Hollow Metal & Wood Doors, Hollow Metal Frames and Hardware furnished by this TRADE CONTRACTOR

**NOTE:** This TRADE CONTRACTOR shall be responsible for cork wall covering at DG North. This item is an alternate and shall be listed on the bid form under ALTERNATE #4.

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

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

7. This TRADE CONTRACTOR **shall include an allowance of \$10,000.00 in their base bid** to account for all FIRE PROTECTION SCOPE OF WORK. 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.
8. **Alt. Bid # 2: THIS TRADE CONTRACTOR shall provide an ADD Alternate for DG South to remove and replace existing shed roof shingles (behind home plate) to match new dugout roofs.**

9. **Alt. Bid #3 -THIS TRADE CONTRACTOR shall provide an DEDUCT Alternate for DG South to not provide all work shown in hatched area shown on Drawing A2.02.h. and all associated drawings.**
10. **Alt. Bid #4: THIS TRADE CONTRACTOR shall provide an ADD Alternate for DG North to furnish and install cork wall covering as shown on A7.02h.**
11. This TRADE CONTRACTOR will be required to provide a Performance and Payment Bond for their work in accordance with 002010 of the General Conditions.

**ACCEPTANCE**

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

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

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**END OF SECTION 00300 –Scope**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #01-Selective Demolition – North & South High School

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

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

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2022 CAPITAL PROJECT:**

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

- 1. **Alt. Bid #3 -THIS TRADE CONTRACTOR shall provide an DEDUCT Alternate at DG South to remove all demolition shown in hatched area shown on Drawing AD2.02.h. and all associated MEP drawings.**

DEDUCT \_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

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 \_\_, 2022

\_\_\_\_\_

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

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**CERTIFICATE OF BIDDER ELIGIBILITY**

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

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

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

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

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

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

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #02 – Excavation and Site Utilities – South High School

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

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

Agrees:

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

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

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section

00201) and disposition of bid security.

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

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

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2022 CAPITAL PROJECT:**

\_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

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 \_\_, 2022

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #03 – Concrete – South High School

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

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

Agrees:

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

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

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section



00201) and disposition of bid security.

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

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

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2022 CAPITAL PROJECT:**

\_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

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

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

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

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

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

(CORPORATE SEAL)

Subscribed and sworn to me  
this \_ day of \_\_, 2022

\_\_\_\_\_

---

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

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**CERTIFICATE OF BIDDER ELIGIBILITY**

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

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

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

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

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

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

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #04 – Masonry –North and South High School

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

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

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2022 CAPITAL PROJECT:**

\_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

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

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

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

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

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

(CORPORATE SEAL)

Subscribed and sworn to me  
this \_ day of \_\_, 2022

\_\_\_\_\_

---

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

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**CERTIFICATE OF BIDDER ELIGIBILITY**

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

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

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

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

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

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

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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

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**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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #05 – General Trades, Rough Carpentry and Metal Framing and Drywall  
North and South High School

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this wok 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 2022 CAPITAL PROJECT:**

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

- 1. **Alt. Bid # 2: THIS TRADE CONTRACTOR shall provide an ADD Alternate for DG South to remove and replace existing shed roof shingles (behind home plate) to match new dugout roofs.**

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

- 2. **Alt. Bid #3 -THIS TRADE CONTRACTOR shall provide an DEDUCT Alternate for DG South to not provide all work shown in hatched area shown on Drawing A2.02.h. and all associated drawings.**

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

- 3. **Alt. Bid #4: THIS TRADE CONTRACTOR shall provide an ADD Alternate for DG North to furnish and install cork wall covering as shown on A7.02h.**

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

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

Award Basis:

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

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

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

Owner Requested Alternates:

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

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

Proposed Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
----------------	--------------------	---------------------

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

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

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

Owner Requested Scheduling Information:

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

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

Bid Acceptance:

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

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

Bid Deposit:

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

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

REPRESENTATIONS AND CERTIFICATIONS:

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

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and



during the course of the project, will not interfere with or hinder the timely prosecution of my work.

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

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

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

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

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 \_\_\_\_\_, 2022

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 \_\_, 2022

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #06 – Acoustical Ceilings North and South High School

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

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

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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 2022 CAPITAL PROJECT:**

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

**1. Alt. Bid # 3: THIS TRADE CONTRACTOR shall provide a DEDUCT Alternate for DG South to not furnish and install all Acoustical Ceilings as shown as BID ALTERNATE #3 on sheet A3.02.h**

DEDUCT \_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

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 \_\_, 2022

\_\_\_\_\_

---

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

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**CERTIFICATE OF BIDDER ELIGIBILITY**

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

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

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

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

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

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

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #07 – Flooring North and South High School

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this wok 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 2022 CAPITAL PROJECT:**

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

**1. Alt. Bid # 3: THIS TRADE CONTRACTOR shall provide a DEDUCT Alternate for DG South to not furnish and install all Flooring as shown as BID ALTERNATE #3 on sheet A7.02.h**

DEDUCT \_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

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 \_\_, 2022

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #08 – Painting North and South High School

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

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

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2022 CAPITAL PROJECT:**

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

- 1. **Alt. Bid # 1: THIS TRADE CONTRACTOR shall provide an ADD Alternate for DG South to paint the existing shed (behind home plate) to match dugouts.**

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

- 2. **. Bid # 3: THIS TRADE CONTRACTOR shall provide an DEDUCT Alternate for DG South to not provide painting in the hatched area shown as BID ALTERNATE #3 on sheet A3.02.h**

DEDUCT \_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

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 \_\_, 2022

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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



**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**



BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #09 – Millwork North and South High School

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

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

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2022 CAPITAL PROJECT:**

\_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

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 \_\_, 2022

\_\_\_\_\_

---

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

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**CERTIFICATE OF BIDDER ELIGIBILITY**

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

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

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

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

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

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

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #10 – Plumbing South High School

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

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

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2022 CAPITAL PROJECT:**

\_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

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 \_\_, 2022

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #11 – HVAC North and South High School

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

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

Agrees:

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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

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

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2022 CAPITAL PROJECT:**

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

**1. Alt. Bid # 3: THIS TRADE CONTRACTOR shall provide a DEDUCT Alternate for DG South to omit furnish and install all HVAC components as shown BID ALTERNATE #3 on sheet M2.02.h**

DEDUCT \_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

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

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

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

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

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

(CORPORATE SEAL)

Subscribed and sworn to me  
this \_ day of \_\_, 2022

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

BID DATE: March 4<sup>th</sup>, at 10:00 a.m. (CST)

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

RECEIVED BY: Community High School District 99 Receptionist

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

BID FOR: Bid Group 1 - Bid Package #12 – Electrical North and South High School

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

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

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

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

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

Agrees:



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

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

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

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

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

Completion Time:

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

SCOPE OF WORK:

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

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

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

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

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

BASE BID

TOTAL BASE BID AMOUNT **SUMMER 2022 CAPITAL PROJECT:**

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

**1. Alt. Bid # 3: THIS TRADE CONTRACTOR shall provide a DEDUCT Alternate for DG South to omit furnish and install all Electrical components as shown BID ALTERNATE #3 on sheet ED2.02.h and E2.02.h.**

DEDUCT \_\_\_\_\_ 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).

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.

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 \_\_\_\_\_, 2022

Type of Firm (Bidder to indicate)

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

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

\_\_\_\_\_ Other

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

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

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

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

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

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

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

(CORPORATE SEAL)

Subscribed and sworn to me  
this \_ day of \_\_, 2022

\_\_\_\_\_

---

**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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

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

**TAX CERTIFICATION**

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

I, \_\_\_\_\_, am the duly authorized agent for  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 – Summer 2022 Project North & South High School

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

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

**END OF SECTION 004101**

SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013216

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Date Grid																											
								Feb 20, '22	Feb 27, '22	Mar 6, '22	Mar 13, '22	Mar 20, '22	Mar 27, '22	Apr 3, '22	Apr 10, '22	Apr 17, '22	Apr 24, '22	May 1, '22	May 8, '22	May 15, '22	May 22, '22	May 29, '22	Jun 5, '22	Jun 12, '22	Jun 19, '22	Jun 26, '22	Jul 3, '22	Jul 10, '22	Jul 17, '22	Jul 24, '22	Jul 31, '22	Aug 7, '22			
1	☑	Submittals and Material Procurement	40 days	Mon 2/21/22	Fri 4/15/22			[Task bar from Feb 21 to Apr 15]																											
2	☑	Summer Break Starts 1 day		Fri 6/3/22	Fri 6/3/22			[Task bar at Fri 6/3/22]																											
3	☑	Disconnect and Make Safe	3 days	Mon 6/6/22	Wed 6/8/22	2		[Task bar from Mon 6/6/22 to Wed 6/8/22]																											
4	☑	Selective Demolition	5 days	Thu 6/9/22	Wed 6/15/22	3		[Task bar from Thu 6/9/22 to Wed 6/15/22]																											
5	☑	Dugout Construction	35 days	Thu 6/16/22	Wed 8/3/22	4		[Task bar from Thu 6/16/22 to Wed 8/3/22]																											
6	☑	DG South Interior Construction	35 days	Thu 6/16/22	Wed 8/3/22	4		[Task bar from Thu 6/16/22 to Wed 8/3/22]																											
7	☑	DG North Interior Construction	35 days	Thu 6/16/22	Wed 8/3/22	4		[Task bar from Thu 6/16/22 to Wed 8/3/22]																											
8	☑	Punchlist	5 days	Thu 8/4/22	Wed 8/10/22	5,6,7		[Task bar from Thu 8/4/22 to Wed 8/10/22]																											