

DATE: March 29, 2019

FROM: Wight & Company

2500 N. Frontage Road Darien, IL 60561

SUBJECT: ADDENDUM #3 TO THE BIDDING DOCUMENTS FOR:

BID GROUP #3

MASTER FACILITY PLAN IMPLEMENTATION COMMUNITY HIGH SCHOOL DISTRICT 99

1436 NORFOLK STREET DOWNERS GROVE, IL 60516

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

This addendum forms a part of the Bidding Contract Documents, dated March 11, 2019. Bidders must acknowledge receipt of this Addendum in the space provided on the Bid Form.

Bid Opening Date Change April 11, 2019 1:00 pm

NORTH & SOUTH

I. Bid Document Revisions

1. Revised Bid Forms for Packages #39- #45—Only the date has been revised to the new bid opening date.

NORTH

I. Clarifications

1. QUESTION: Regarding A11.20 / A11.01A / A11.02A / A11.03A: Are we quoting signage for only Area A - Levels 1,2, and 3? No other areas / levels? (we see some possible needed signs on the fire alarm plans in the other areas). Is there a sign schedule listing the name, number and sign type 1-5? ANSWER: The only signage to be quoted is delineated on the signage plans. There will be future bid packages for signage for future architectural phases. A message schedule will be made available at a future date.

II. Specifications

1. None.

III. Modified Drawings

ARCHITECTURAL DEMOLITION

IV. Drawings Added for Reference

1. None.

V. Existing Drawings Added for Reference

- 1. 2015 Life Safety Survey Drawing Set (33 Drawing Sheets)
- 2. 1999 Fire Protection Design Drawings (11 Drawing Sheets)

SOUTH

I. Clarifications

- 1. QUESTION: Project Manual: 101400-3/2.1 Manufacturers. Can we use a manufacturer not listed for the ADA panel signs? We have a very capable partner that can make these signs just as well (they all use the same materials source) And will probably be more cost effective for the district. ANSWER: Please submit the required substitution request materials for consideration.
- 2. **QUESTION**: Project Manual: 101400-3/2.2 Dimensional Characters. B1 Aluminum sheet is requiring a .125" letter thickness (1/8"). This thickness will work only with welded studs for a standoff type of installation (not flush against the wall) B3 states projected (standoff type) with concealed studs. But A4.01 states flush mounted dimensional letters. This will require at least a ¼" thickness not 1/8". How do you want them mounted? This will determine the thickness and cost difference. And if you want them mounted flush do we quote 1/4" thickness? **ANSWER: Exterior signage specification is issued within to clarify requirements for the dimensional lettering and the custom mustang sign. Thickness of dimensional lettering and the mustang sign are added to the drawing within.**

- 3. QUESTION: Project Manual: 101400-4/2.3 Panels A.2a. States 0.125 photopolymer on clear acrylic but A12.03 calls for vacuum formed PVC/acetate bonded to acrylic. Do we quote photopolymer like Downers North signs? ANSWER: Photopolymer as listed in the specification is desired. The conflicting note has been removed from sheet A12.03.
- 4. **QUESTION**: Project Manual: 101400-4/2.3 Panels A.3 Calls for full coverage of VHB If we apply full coverage of VHB there will be no areas for the silicone. As per 2.5 Accessories adhesive and two-faced tape: We apply several pieces of tape with silicone for smooth or rough surfaces. Will this be acceptable? **ANSWER**: **Yes, this is acceptable**.
- 5. **QUESTION**: Drawing for the Dimensional letters / logo: When I enlarge the pdf to recheck the size of the letters and logo the size of the mustang at 144"w becomes 58"h I see a measurement of 5'8" (68") on the file I assume this is not the true height of the mustang correct? Will we need a lift to install the Mustang logo on the brick wall will there be easy access for this lift? Or can this be installed using the roof of the new entrance (if so is this allowed?) I looked at the cover photo to see what the access will be but not sure. **ANSWER**: **Overall desired dimensions of the signage** are given. **Scaling of the architectural drawings is not permitted, especially if the file is modified**.
- 6. **QUESTION:** A12.03 Drawing for the SOUTH ADA sign panels No sizes are indicated so I scaled all signs using the given dimension of 8" x 8" for the Exterior reflective number panel Here are some of the sizes that I came up with:

 RESTROOM 6"X 8" / CUSTODIAL 5" X 2" / CLASSROOM /OFFICE 6" X 6" Do these sound correct or do you have the dimensions on a document? **ANSWER: Dimensions will be clarified on the document included within.**
- 7. **QUESTION:** A12.03 The exterior number sign calls for black reflective pressure sensitive numbers on a white aluminum panel Black reflective turns white at night so you won't see it on the white panel. Should this be a reflective white panel with a opaque black decal number instead? How many decals and numbered sign panels are needed? We do not see any quantities. **ANSWER:** Exterior signage specification issued within to clarify. Conflicting notes on the drawing sheet A12.03 have been removed.
- 8. **QUESTION:** G1.20 shows the majority of the basement (e.g. workout room) as already being sprinklered. FP1.00 shows the same areas as needing light hazard sprinkler systems. Are sprinklers required in this area? **ANSWER:** G1.20 **AND FP1.00 are re-issued within to clarify. The only sprinkler coverage required for the lower level is below the new auditorium as hatched on G1.20.**
- 9. QUESTION: G1.22 the legend (upper right hand corner) shows 61,000 sq ft outside the scope of architectural work, but requiring sprinklers. The crosshatching pattern shows the majority of space on this floor as being renovated. Which is correct? ANSWER: The crosshatch pattern has been updated in the drawing included within. The majority of the third level is NOT being renovated and is outside the architectural scope.
- 10. **QUESTION:** The only RCPs included are for the 1st floor areas A, B, and D. Are full RCPs available? **ANSWER: Plans** and Reflected Ceiling Plans for the entire building are included within.

II. Specifications

1. ADD 101413 – EXTERIOR SIGNAGE.

III. Modified Drawings

ARCHITECTURAL

- Sheet G1.22 SPRINKLER COVERAGE DIAGRAM LEVEL 2 (Full size sheet reissued):
 - a. Hatch area updated to indicate area of Level 2 which is outside of architectural scope, but requires sprinklers and fire alarm upgrades.
- 2. Sheet A4.01 EXTERIOR ELEVATIONS (Full size sheet reissued):
 - a. Thickness of dimensional lettering and custom panel signage added.
 - b. References to specification section 101413 EXTERIOR SIGNAGE, added.
- 3. Sheet A12.03 SIGNAGE DETAILS (Full size sheet reissued):
 - a. Dimensions added to the signage types.
 - b. Notes in conflict with specification 101400 removed.
 - c. General notes added.

FIRE PROTECTION

- 1. Sheet FP1.00 FIRE PROTECTION ZONES OVERALL PLAN -LOWER LEVEL (Full size sheet reissued):
 - a. Hatch region extents updated to indicate the correct area of sprinkler coverage required.

IV. Drawings Added for Reference

ARCHITECTURAL

- 1. Sheet C0.01 GENERAL NOTES SOUTH (Full size sheet issued for reference)
- 2. Sheet C1.00 EXISTING CONDITIONS PLAN SOUTH (Full size sheet issued for reference)
- 3. Sheet C1.01 DEMOLITION PLAN SOUTH (Full size sheet issued for reference)
- 4. Sheet C1.03 DEMOLITION PLAN SOUTH (Full size sheet issued for reference)
- 5. Sheet C2.00 OVERALL SITE PLAN SOUTH (Full size sheet issued for reference)
- 6. Sheet C2.01 SITE PLAN SOUTH (Full size sheet issued for reference)
- 7. Sheet C2.03 SITE PLAN SOUTH (Full size sheet issued for reference)
- 8. Sheet C3.00 OVERALL GRADING AND EROSION CONTROL PLAN SOUTH (Full size sheet issued for reference)
- 9. Sheet C3.01 GRADING AND EROSION CONTORL PLAN SOUTH (Full size sheet issued for reference)
- 10. Sheet C3.03 GRADING AND EROSION CONTROL PLAN SOUTH (Full size sheet issued for reference)

- 11. Sheet C3.04 FIELD SUBGRADING PLAN SOUTH (Full size sheet issued for reference)
- 12. Sheet C3.05 STORMWATER POLLUTION PREVENTION PLAN SOUTH *(Full size sheet issued for reference)*
- 13. Sheet C3.06 EROSION CONTROL DETAILS SOUTH (Full size sheet issued for reference)
- 14. Sheet C4.00 OVERALL UTILITY PLAN SOUTH (Full size sheet issued for reference)
- 15. Sheet C4.01 UTILITY PLAN SOUTH (Full size sheet issued for reference)
- 16. Sheet C4.03 UTILITY PLAN SOUTH (Full size sheet issued for reference)
- 17. Sheet C4.04 UTILITY PROFILES PLAN SOUTH (Full size sheet issued for reference)
- 18. Sheet C4.05 UTILITY PROFILES PLAN SOUTH (Full size sheet issued for reference)
- 19. Sheet C5.00 CIVIL DETAILS SOUTH (Full size sheet issued for reference)
- 20. Sheet C5.01 CIVIL DETAILS SOUTH (Full size sheet issued for reference)
- 21. Sheet C5.02 CIVIL DETAILS SOUTH (Full size sheet issued for reference)
- 22. Sheet C5.03 CIVIL DETAILS SOUTH (Full size sheet issued for reference)
- 23. Sheet C5.04 CIVIL DETAILS SOUTH (Full size sheet issued for reference)
- 24. Sheet C5.05 CIVIL DETAILS SOUTH (Full size sheet issued for reference)
- 25. Sheet C5.06 CIVIL DETAILS SOUTH (Full size sheet issued for reference)
- 26. Sheet C5.07 CIVIL DETAILS SOUTH (Full size sheet issued for reference)
- 27. Sheet C5.08 CIVIL DETAILS SOUTH (Full size sheet issued for reference)
- 28. Sheet AD2.00 OVERALL DEMOLITION PLAN -LOWER LEVEL (Full size sheet issued for reference)
- 29. Sheet AD2.01 OVERALL DEMOLITION PLAN -LEVEL 1 (Full size sheet issued for reference)
- 30. Sheet AD2.02 OVERALL DEMOLITION PLAN -LEVEL 2 (Full size sheet issued for reference)
- 31. Sheet AD2.03 OVERALL DEMOLITION PLAN -LEVEL 3 (Full size sheet issued for reference)
- 32. Sheet AD3.01 OVERALL RCP DEMOLITION PLAN -LEVEL 1 (Full size sheet issued for reference)
- 33. Sheet AD3.02 OVERALL RCP DEMOLITION PLAN -LEVEL 2 (Full size sheet issued for reference)
- 34. Sheet AD3.03 OVERALL RCP DEMOLITION PLAN -LEVEL 3 (Full size sheet issued for reference)
- 35. Sheet X2.00 OVERALL EXISTING PLAN LOWER LEVEL (Full size sheet issued for reference)
- 36. Sheet X2.01 OVERALL EXISTING PLAN LEVEL 1 (Full size sheet issued for reference)
- 37. Sheet X2.02 OVERALL EXISTING PLAN LEVEL 2 (Full size sheet issued for reference)
- 38. Sheet X2.03 OVERALL EXISTING PLAN LEVEL 3 (Full size sheet issued for reference)
- 39. Sheet A2.00 OVERALL FLOOR PLAN LOWER LEVEL (Full size sheet issued for reference)

- 40. Sheet A2.01 OVERALL FLOOR PLAN -LEVEL 1 (Full size sheet issued for reference)
- 41. Sheet A2.02 OVERALL FLOOR PLAN -LEVEL 2 (Full size sheet issued for reference)
- 42. Sheet A2.03 OVERALL FLOOR PLAN -LEVEL 3 (Full size sheet issued for reference)
- 43. Sheet A2.04 OVERALL ROOF PLAN (Full size sheet issued for reference)
- 44. Sheet A2.11A FLOOR PLAN LEVEL 1 AREA A (Full size sheet issued for reference)
- 45. Sheet A2.11B FLOOR PLAN LEVEL 1 AREA B (Full size sheet issued for reference)
- 46. Sheet A2.11C FLOOR PLAN LEVEL 1 AREA C (Full size sheet issued for reference)
- 47. Sheet A2.11D FLOOR PLAN LEVEL 1 AREA D (Full size sheet issued for reference)
- 48. Sheet A2.11F FLOOR PLAN LEVEL 1 AREA F (Full size sheet issued for reference)
- 49. Sheet A3.01 OVERALL REFLECTED CEILING PLAN -LEVEL 1 (Full size sheet issued for reference)
- 50. Sheet A3.02 OVERALL REFLECTED CEILING PLAN -LEVEL 2 (Full size sheet issued for reference)
- 51. Sheet A3.03 OVERALL REFLECTED CEILING PLAN -LEVEL 3 (Full size sheet issued for reference)
- 52. Sheet A3.11A REFLECTED CEILING PLAN LEVEL 1 -AREA A (Full size sheet issued for reference)
- 53. Sheet A3.11B REFLECTED CEILING PLAN LEVEL 1 -AREA B (Full size sheet issued for reference)
- 54. Sheet A3.11C REFLECTED CEILING PLAN LEVEL 1 -AREA C (Full size sheet issued for reference)
- 55. Sheet A3.11D REFLECTED CEILING PLAN LEVEL 1 -AREA D (Full size sheet issued for reference)
- 56. Sheet A4.20 BUILDING SECTIONS (Full size sheet issued for reference)
- 57. Sheet A4.21 BUILDING SECTIONS (Full size sheet issued for reference)
- 58. Sheet A4.22 BUILDING SECTIONS (Full size sheet issued for reference)
- 59. Sheet A4.23 BUILDING SECTIONS (Full size sheet issued for reference)
- 60. Sheet A4.24 BUILDING SECTIONS (Full size sheet issued for reference)
- 61. Sheet A4.25 BUILDING SECTIONS -PHASE C (Full size sheet issued for reference)
- 62. Sheet A4.26 BUILDING SECTIONS -PHASE C (Full size sheet issued for reference)
- 63. Sheet A4.27 BUILDING SECTIONS -PHASE C (Full size sheet issued for reference)
- 64. Sheet A4.28 BUILDING SECTIONS -PHASE C (Full size sheet issued for reference)
- 65. Sheet A4.29 BUILDING SECTIONS -PHASE C (Full size sheet issued for reference)
- 66. Sheet A4.30 BUILDING SECTIONS -PHASE C (Full size sheet issued for reference)

V. Existing Drawings Added for Reference

- 3. 2015 Life Safety Survey Drawing Set (23 Drawing Sheets)
- 4. 1999 Fire Protection Design Drawings (16 Drawing Sheets)

This addendum consists of: (7) Text Pages (1) Specification Sections and (4) Modified Drawing Sheets, and (149) Drawing Sheets for reference, (7) Bid Forms

END OF ADDENDUM

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00339 - BID FORM

BID DATE:	April 11, 2019 at 1:00 p.m. (CST) (as date/time stamped by District 99's Receptionist)		
BID TO:	Community H Administrative 6301 Springsion Downers Grov	de Avenue	
RECEIVED BY:			
BID FROM:			
BID FOR:	Bid Group 3 - Bid Package #39-Building Demolition & Selective Demolition North High School 4436 Main Street Downers Grove, IL 60515		
It is re	quired to hav	e one original and one copy of your bid form.	
THE UNDERSIGNED:	:		
<u>Acknowledges recei</u>	ot of:		
Plans and specification	ons for the work in	idicated above.	
Addenda:	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.

<u>WORK BASE BID</u>: 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 <u>NOT</u> including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER	R FACILITY DI AN	
TOTAL DASE DID AMOUNT NORTH HIGH SCHOOL MASTE	ATACIEITT LAIN	
	Dollars (\$)

ALLOWANCE

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

BONDS:

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

Award Basis:

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

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

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

Owner Requested Alternates:

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

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

<u>Proposed Alternates</u> : (Contract	ors Proposed Alternates)	
Item Specified 1	Proposed Alternate	Change in Bid Price
2		
3		
Owner Requested Unit Prices/Alleddeductive).	owances (as applicable to this Trade	: Contractor's scope of work) (additive or
This trade contractor includes in the amount of	dumpsters for a	all refuse caused by this trade contractor's work
) Note: trade contractors are to includ	le in their bid form submittal the quantity of
	procured and managed by Construction	same. Dumpster costs will be subtracted by n Manager. Note: Dumpster use in excess of

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

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00339 - BID FORM

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.

Respectfully submitted this	day	, 2013
Type of Firm (Bidder to indicate)		
Individual		
Partnership		
Corporation Joint Venture		(Firm Name)
Other (CORPORATE SEAL)		(Address)
		(Telephone Number) (FAX)
		(E-mail Address)
		(Bidder's Signature)
		(Title)
Subscribed and sworn to me this day of	, 2013	
		_

Signature:

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 ar RESULT IN DISQUALIFICATION OF THE BIDD		sal. FAILURE TO DO SO MAY
, as pa	rt of its bid for the	work for Community
High School District 99, Downers Grove, Illir from bidding on the aforementioned contracted.	nois, DuPage County, Illinois certified ct as a result of violation of either 720	that said contractor is not barred ILCS 5/33E-3 or 720 ILCS 5/33-
Firm	n:	
By:_		
, -	(Signature)	
-	(Printed Name & Title)	
SUBSCRIBED AND SWORN TO before me		
This day of	, 2013	
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 apper	hereby certify that the bidding party/contracting
party is not barred from bidding on the contract as a result of a of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statute	
By: Authorized Agent of Contractor (name and title)	
SUBSCRIBED AND SWORN to before me this, 20	
Notary Public	

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

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

ACINIA	WEEDGED AND AGREED TO.
By:	
,	Authorized Agent of Contractor (name and title)
DATE:	

ACKNOWLEDGED AND ACREED TO

SEXUAL HARASSMENT POLICY

, having submitted a bid f	or (Name of Contractor) to Community High School District No. 00, hereby certifies
	y in place in full compliance with 775 ILCS 5/2-105 (A) (4).
By:Authorized Agent of Contractor (name and title)	
SUBSCRIBED AND SWORN to before me this day, 20	
Notary Public	

TAX CERTIFICATION

l,	, having been first duly sworn depose and state as follows:								
	l,			am	the		authorized , which has sub		for oposal
to	Community	High	School		District		No.	99	for
	and I hereby certical administered by the II					is n	ot delinquent	in the paym	ent of
approp	a. it is contesting its lia priate Revenue Act; or	ability for the ta	x or the amount	of tax	in accord	ance wi	th procedures	established	by the
current	b. it has entered into ly in compliance with t			rtment	of Reven	iue for p	payment of all	taxes due	and is
	Authorized Agent of C	By: Contractor (nan	ne and title)						
	RIBED AND SWORN to								
Notary	Public								

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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
Зу:
Authorized Agent of Contractor (name and title)
SUBSCRIBED AND SWORN to before
me this day, 20
Notary Public

CERTIFICATE REGARDING EMPLOYENT OF ILLINOIS WORKERS ON PUBLIC WORKS

	agrees if at th	e time the Agreement is executed, or if during the term of the
		linois as defined in the Employment of Illinois Workers on Public
		secutive months of unemployment exceeding 5%, then
	agrees to emplo	by 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 inten	ids to become or remain	an Illinois resident
and the contract of the contra		
	Firm:	
	Ву:	(Signature)
		(Signature)
		(Distribution C. Title)
		(Printed Name & Title)
Subscribed and swor	NITO before me	
SODSCRIDED AIND SWOR	IN TO before the	
This	day of	2013
11113	duy or	, 2013
NOTAF	RY 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 affidavi IN DISQUALIFICATION		ted with bidder's bid pro	posal. FAILURE TO DO SO MAY RESULT
School District 99, Do aforementioned contr	owners Grove, Illinois, certifie	s that said contractor is n of the Illinois Prevailing W	work for Community High ot barred from bidding on the age Act (Ill. Rev. Stat., 1987 Ch. 48, January 1, 1990).
	Firm:		
	Ву:	(Signature	2)
		(Printed Name &	Title)
SUBSCRIBED AND SW	/ORN TO before me		
This	day of	, 2013	
NO	TARY PURIC	·	

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."

		nitted with bidder's bid propos FCIATION OF THE BIDDER.	al.
		bid for the certifies that said Contractor in of the above Non-Collusion A	work for Community s not barred from bidding on the Affidavit.
	Firm:		
	Ву:	(Signature)	
		(Printed Name & Titl	e)
Subscribed and swor	N TO before me		
This	day of	, 2013	
NOTA	RY 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:		
Ву:		
-)\-	(Signature)	
	(Printed Name & Title)	
Dato		

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)
-	(Drinted on Translables of Aprilianat Francisco)
	(Printed or Typed Name of Applicant Employee)
Dat	e·

	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
	Constitution of Company of independently assessed and account of a constitution of a constitution of a constitution of the con
h	Small Business Concern - an independently owned and operated concern certified, or certifiable, as a small
	siness by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be
	nd in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-
1.7	01.
	Small Disadvantaged or Minority Business Concern - a small business concern which is at least fifty-one
nor	cent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any
	blicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and
	ose management and daily business operations are controlled by one or more of such individuals. Business
	ners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native
	nericans, Asian-Pacific Americans) are considered socially and economically disadvantaged.
,	ionound, holan't dollo hindhound, are continuored ecolony and economically disduvantaged.
	Woman-Owned Business - a business concern that is at least fifty-one percent (51%) owned by a woman or
wo	men who also control and operate it. "Control" in this context means exercising the power to make policy
	cisions. "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,
Ce	ntral or Central America.
	Native Americans: United States citizens whose origins are in any of the original peoples of North America,
ı.e.	, American Indians, Eskimos, Aleuts and native Hawaiians.
T-:	Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea,
ıaı	wan, 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 ce	ertify that the business classification and ethnicity indicated above reflects the true and correct status of this business
in a	accordance with current Federal Small Business Administration criteria. Lagree to inform Community High School
DIS	strict 99 immediately in writing of any changes to the information contained herein, including changes in ownership,
par	strict 99 immediately in writing of any changes to the information contained herein, including changes in ownership, ntrolling interest or operations. I understand that falsely certifying this information may result in suspension from ticipation in Community High School District 99 - North High School Phase II project.
ļ- U .	
Na	me: Title:
	me: Title: Title:
Sig	nature: Date:
_	

END OF SECTION 00301

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00340 - BID FORM

BID DATE:	April 11, 2019 at 1:00 (as date/time stamped	0 p.m. (CST) d by District 99's Receptionist)		
BID TO:	Community High School District 99 Administrative Center 6301 Springside Avenue Downers Grove, IL 60516			
RECEIVED BY:				
BID FROM:	-			
BID FOR:	Bid Group 3 - Bid Pack	kage #40-Landscaping-North & South High School		
	North High School 4436 Main Street Downers Grove, IL 60515			
	South High School 1436 Norfolk Street Downers Grove, IL 60.	516		
It is red	quired to have one	original and one copy of your bid form.		
THE UNDERSIGNED:				
<u>Acknowledges receip</u>	ot of:			
Plans and specification	ons for the work indicated	above.		
Addenda:	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.

<u>WORK BASE BID</u>: 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 <u>NOT</u> including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL	MASTER FACILITY PLAN	
	Dollars (\$)
BASE BID TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL I	MASTER FACILITY PLAN	
	Dollars (\$)
TOTAL FOR NORTH & SOUTH SCHOOLS		
	Dollars (\$)
t. Bid #3.1 (North High School): This TRADE CONTRAC ndscaping as indicated on sheet L1.03 highlighted by th		provide the
	Dollars (\$	`

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

Award Basis:

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

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

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

Owner Requested Alternates:

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

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

Proposed Alternates: (Contractor	rs Proposed Alternates)	
Item Specified 1	Proposed Alternate	Change in Bid Price
2		
3		
Owner Requested Unit Prices/Allow deductive).	wances (as applicable to this Trade Cont	ractor's scope of work) (additive or
This trade contractor includes _ in the amount of	•	se caused by this trade contractor's work
Dollars (\$) dumpsters required to complete the change order. Dumpsters will be pro	Note: trade contractors are to include in their work and the cost associated with same. ocured and managed by Construction Manctor will be adjusted by back charge.	Dumpster costs will be subtracted by

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 quarantee 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:

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00340 - BID FORM

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.

Respectfully submitted this	day	, 2013
Type of Firm (Bidder to indicate)		
Individual		
Partnership		
Corporation Joint Venture		(Firm Name)
Other (CORPORATE SEAL)		(Address)
		(Telephone Number) (FAX)
		(E-mail Address)
		(Bidder's Signature)
		(Title)
Subscribed and sworn to me this day of	_, 2013	
		<u> </u>

Signature:

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 r RESULT IN DISQUALIFICATI		mitted with bidder's bic	proposal. FAILURE TO DO	SO MAY
High School District 99, Do from bidding on the aforem E4.	, as part of its wners Grove, Illinois, Du entioned contract as a	s bid for the uPage County, Illinois co result of violation of eit	work for Certified that said contractor in the Property of the	Community s not barred) ILCS 5/33-
	Firm:			
	Ву:	(Signatui	re)	
		(Printed Name &	Title)	
SUBSCRIBED AND SWORN	TO before me			
This	day of	, 2013		
NOTARY	PUBLIC	·		

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

,	
for	appears below on this bid/contract hereby certify that the bidding party/contracting
party is not barred from bidding on the contract as a result of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Sta	
By: Authorized Agent of Contractor (name and title)	
SUBSCRIBED AND SWORN to before me this day, 20	
Notary Public	

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

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

ACKING	WELDGED AND AGREED TO:
By:	
,	Authorized Agent of Contractor (name and title)
DATE:	

ACKNOWLEDGED AND AGREED TO

SEXUAL HARASSMENT POLICY

	or (Name of Contractor) to Community High School District No. 00, hereby certifies y in place in full compliance with 775 ILCS 5/2-105 (A) (4).
By:Authorized Agent of Contractor (name and title)	
SUBSCRIBED AND SWORN to before me this day, 20	
Notary Public	

TAX CERTIFICATION

l,			having been fir	st duly	sworn de	epose ar	nd state as follo	ows:	
	l,			am	the		authorized , which has suk		for oposal
to	Community	High	School		District		No.	99	for
	and I hereby certical administered by the II					is n	ot delinquent	in the paym	ent of
approp	a. it is contesting its lia priate Revenue Act; or	ability for the ta	x or the amount	of tax	in accord	ance wi	th procedures	established	by the
current	b. it has entered into ly in compliance with t			rtment	of Rever	ue for p	oayment of all	taxes due	and is
	Authorized Agent of C	By: Contractor (nan	ne and title)						
	RIBED AND SWORN to								
Notary	Public								

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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 Projec
Ву:
Authorized Agent of Contractor (name and title)
SUBSCRIBED AND SWORN to before me this day, 20
Notary Public

CERTIFICATE REGARDING EMPLOYENT OF ILLINOIS WORKERS ON PUBLIC WORKS

agrees if at the time the Agree	ment is executed, or if during the term of the
Agreement, there is excessive unemployment in Illinois as defined i	
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	y person who has resided in Illinois for at least
thirty (30) days and intends to become or remain an Illinois resider	nt.
- :	
Firm:	
R _V .	
	 Signature)
(orginature)
(Printed N	Name & Title)
SUBSCRIBED AND SWORN TO before me	
This, 2013	
day of, 2013	
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.

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."

		itted with bidder's bid propo FCIATION OF THE BIDDER.	sal.
		oid for the certifies that said Contractor n of the above Non-Collusion	work for Community is not barred from bidding on the Affidavit.
	Firm:		
	Ву:	(Signature)	
		(Printed Name & Tit	le)
SUBSCRIBED AND SWORN	I TO before me		
This	day of	, 2013	
NOTAR	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:		
Ву:		
-)	(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)
	(Filited of Typed Name of Applicant Employee)
Dat	e:

	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
	Constitution of Company of independently assessed and account of company of the c
h	Small Business Concern - an independently owned and operated concern certified, or certifiable, as a small
	siness by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be
	nd in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-
1.7	01.
	Small Disadvantaged or Minority Business Concern - a small business concern which is at least fifty-one
ner	cent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any
	blicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and
	ose management and daily business operations are controlled by one or more of such individuals. Business
	ners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native
	pericans, Asian-Pacific Americans) are considered socially and economically disadvantaged.
,	ionound, holair i dollo hinonound, are continuored ecololity and economically disduvantaged.
	Woman-Owned Business - a business concern that is at least fifty-one percent (51%) owned by a woman or
wo	men who also control and operate it. "Control" in this context means exercising the power to make policy
	cisions. "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,
Ce	ntral or Central America.
	Native Americans: United States citizens whose origins are in any of the original peoples of North America,
ı.e.	, American Indians, Eskimos, Aleuts and native Hawaiians.
T-:	Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea,
ıaı	wan, 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 ce	ertify that the business classification and ethnicity indicated above reflects the true and correct status of this business
in a	accordance with current Federal Small Business Administration criteria. Lagree to inform Community High School
DIS	strict 99 immediately in writing of any changes to the information contained herein, including changes in ownership,
par	strict 99 immediately in writing of any changes to the information contained herein, including changes in ownership, introlling interest or operations. I understand that falsely certifying this information may result in suspension from ticipation in Community High School District 99 - North High School Phase II project.
ļ- U .	
Na	me: Title:
	me: Title: Title:
Sig	nature: Date:
_	

END OF SECTION 00301

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00341 - BID FORM

BID DATE:	April 11, 2019 at 1:0 (as date/time stamp	00 p.m. (CST) ed by District 99's Receptionist)
BID TO:	Community High Sc Administrative Cente 6301 Springside Ave Downers Grove, IL 6	er enue
RECEIVED BY:		
BID FROM:		
BID FOR:	Bid Group 3 - Bid Pa	ckage #41-Interior & Exterior-North & South High School
	North High School 4436 Main Street Downers Grove, IL 6	0515
	South High School 1436 Norfolk Street Downers Grove, IL 6	0516
It is re	quired to have on	e original and one copy of your bid form.
THE UNDERSIGNED:		
Acknowledges receip	ot of:	
Plans and specification	ons for the work indicate	ed 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.

<u>WORK BASE BID</u>: 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 <u>NOT</u> including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL M	ASTER FACILITY PLAN	
	Dollars (\$)
BASE BID TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL M	ASTER FACILITY PLAN	
	Dollars (\$)
TOTAL FOR NORTH & SOUTH SCHOOLS		
	Dollars (\$)

BONDS:

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

Award Basis:

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

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

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

Owner Requested Alternates:

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

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

<u>Proposed Alternates</u>: (Contractors Proposed Alternates)

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00341 - BID FORM

Item Specified	Proposed Alternate	Change in Bid Price
1		
2		
3		
Owner Requested Unit Prices/A deductive).	llowances (as applicable to this Tra	de Contractor's scope of work) (additive or
This trade contractor includes in the amount of	•	or all refuse caused by this trade contractor's work
Dollars (\$	_) Note: trade contractors are to incl their work and the cost associated wi	ude in their bid form submittal the quantity of th same. Dumpster costs will be subtracted by ion Manager. Note: Dumpster use in excess of ge.

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

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00341 - BID FORM

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.

Respectfully submitted this	day	, 2013
Type of Firm (Bidder to indicate)		
Individual		
Partnership		
CorporationJoint Venture		(Firm Name)
Other (CORPORATE SEAL)		(Address)
		(Telephone Number) (FAX)
		(E-mail Address)
		(Bidder's Signature)
		(Title)
Subscribed and sworn to me this day of	, 2013	

Signature:

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 RESULT IN DISQUALIFICATION OF THE BI	d and submitted with bidder's bid proposal. FAILURE TO DDER.) DO SO MAY
High School District 99, Downers Grove, I	part of its bid for theworl Illinois, DuPage County, Illinois certified that said contra tract as a result of violation of either 720 ILCS 5/33E-3 of	ictor is not barred
F	irm:	-
В	3y:(Signature)	-
	(Printed Name & Title)	-
SUBSCRIBED AND SWORN TO before me		
This day of	, 2013	
NOTARY PUBLIC	·	

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

<i>'</i>
I,the individual whose signature appears below on this bid/contract forhereby 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, 20
Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

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

ACKNO	OWLEDGED AND AGREED TO:
Ву:	
	Authorized Agent of Contractor (name and title)
DATE:	

SEXUAL HARASSMENT POLICY

, having submitted a bid fo	or (Name of Contractor) o 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, 20	
Notary Public	

TAX CERTIFICATION

l,			having been fir	rst duly	sworn de	epose ar	nd state as follo	ws:	
	l,			am	the		authorized , which has subr	agent mitted a pro	for oposal
to	Community	High	School		District			99	for
any ta	and I hereby certif x administered by the II		ent of Revenue,			is r	not delinquent ir	n the paym	ent of
approp	a. it is contesting its lia oriate Revenue Act; or	ability for the ta	x or the amount	t of tax	in accord	ance wi	th procedures e	stablished l	oy the
curren	b. it has entered into tly in compliance with t			ırtment	of Reven	iue for _l	payment of all	taxes due a	and is
	Authorized Agent of C	By: Contractor (nan	ne and title)						
	RIBED AND SWORN to s day								
Notary	· Public								

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

equirements 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
3y:
Authorized Agent of Contractor (name and title)
SUBSCRIBED AND SWORN to before
ne this day, 20
Notary Public

CERTIFICATE REGARDING EMPLOYENT OF ILLINOIS WORKERS ON PUBLIC WORKS

	agrees if at th	e time the Agreement is executed, or if during the term of the
		llinois as defined in the Employment of Illinois Workers on Public
		secutive months of unemployment exceeding 5%, then
		by Illinois laborers in accordance with the Employment of Illinois
Workers on Public Works A	ct. An "Illinois laborer	" is defined as any person who has resided in Illinois for at least
thirty (30) days and intend	ls to become or remain	an Illinois resident.
	Firm:	
	Ву:	(Signature)
		(Signature)
		(Deleted Norman Ca Title)
		(Printed Name & Title)
SUBSCRIBED AND SWORN	I TO before me	
SOBSCRIBED AND SWORK	i io belole ille	
This	day of	, 2013
		·
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.

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 FAILURE TO DO SO MAY RESU		itted with bidder's bid proposal. CIATION OF THE BIDDER.	
		oid for the certifies that said Contractor is not n of the above Non-Collusion Affid	
	Firm:		
	Ву:	(Signature)	
		(Printed Name & Title)	
SUBSCRIBED AND SWORN TO	before me		
This	day of	, 2013	
NOTARY PL		·	

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:		
- J ·	(Signature)	
	(Printed Name & Title)	
Dato		

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)
	(Printed or Typed Name of Applicant Employee)
Dat	e:

	<u>BUSINESS CLAS</u>	SSIFICATION
a)	Business Entity (check one) Corporation (Publicly held)* Corporation (Privately held) Partnership	t* Government Agency/Public Institution* Sole Proprietor
b)	* If checked, do not complete section III (b) and (c) below Business Ownership (check one) If minority or woman	
	Large Business: Male Owned Small Business: Male Owned	Woman Owned Woman Owned
	BUSINESS DEFINITIONS	
fou	<u>Small Business Concern</u> - an independently owned an usiness by the Federal Small Business Administration (SBA und in the Federal Acquisition Regulations, Section 19.102 701.). Standard Industrial Classification (SIC) codes may be
puk wh	Small Disadvantaged or Minority Business Concernercent (51%) owned by one or more socially and economically owned business, at least fifty-one percent (51%) of hose management and daily business operations are convers who certify that they are members of named gromericans, Asian-Pacific Americans) are considered socially	cally disadvantaged individuals or in the case of any the stock of which is owned by such individuals; and trolled by one or more of such individuals. Business ups (Black Americans, Hispanic Americans, Native
	Woman-Owned Business - a business concern that is omen who also control and operate it. "Control" in this decisions. "Operate" in this context means being actively in	context means exercising the power to make policy
c)	Black Asian/Pacific or Asi	
	ETHNIC GROUP	DEFINITIONS
i.e.	Black Americans: United States citizens whose origins Hispanic Americans: United States citizens whose originentral or Central America. Native Americans: United States citizens whose origines, American Indians, Eskimos, Aleuts and native Hawaiian Asian Pacific/Asian Indian Americans: United States aiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, U.S. Trust Territories of the Pacific Islands, the Northern	gins are in Mexico, Puerto Rico, Cuba, Portugal, s are in any of the original peoples of North America, s. citizens whose origins are in Japan, China, Korea, Guam, the
in a	certify that the business classification and ethnicity indicated accordance with current Federal Small Business Administ istrict 99 immediately in writing of any changes to the inform ontrolling interest or operations. I understand that falsely carticipation in Community High School District 99 - North H	ration criteria. Lagree to inform Community High School
Na	ame: Titl (Print or Type)	le:
Sig	gnature: Da	te:

END OF SECTION 00301

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00342 - BID FORM

BID DATE:		at 1:00 p.m. (CST) tamped by District 99's Receptionist)
BID TO:	Community Hig Administrative (6301 Springside Downers Grove	e Avenue
RECEIVED BY:		
BID FROM:		
BID FOR:	Bid Group 3 - B North High Scl 4436 Main Stre Downers Grove	eet
It is r	equired to have	e one original and one copy of your bid form.
the undersignei	D:	
THE UNDERSIGNEI Acknowledges rece		dicated above.
THE UNDERSIGNEI Acknowledges rece	ipt of: tions for the work inc	dicated above.
THE UNDERSIGNEI Acknowledges rece Plans and specifica	ipt of: tions for the work inc	dated
THE UNDERSIGNEI Acknowledges rece Plans and specifica	iipt of: tions for the work inc No 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.

<u>WORK BASE BID</u>: 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 <u>NOT</u> including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

Dollars (\$_	Y

TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL MASTER FACILITY PLAN

ALLOWANCE:

This TRADE CONTRACTOR shall include an allowance of \$80,000.00 in their base bid for existing ceiling removal and replacement. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

BONDS:

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

Award Basis:

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

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

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

Owner Requested Alternates:

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

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

<u>Proposed Alternates</u> : (Contra		
Item Specified	Proposed Alternate	Change in Bid Price
1		
2		
2		
3		 -
Owner Requested Unit Prices/Adeductive).	Allowances (as applicable to this Trade C	ontractor's scope of work) (additive or
This trade contractor includes	dumpsters for all re	efuse caused by this trade contractor's work
in the amount of		
Dollars (\$) Note: trade contractors are to include in	n their bid form submittal the quantity of
dumpsters required to complete	e their work and the cost associated with sar	me. Dumpster costs will be subtracted by
change order. Dumpsters will be	e procured and managed by Construction M	Annager Note: Dumneter use in excess of
change oraci. Bampsters will be	e procured and managed by Constituction is	nanager, Note, Dumpster use in excess or

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.

Respectfully submitted this	day	, 2013
Type of Firm (Bidder to indicate)		
Individual		
Partnership		
Corporation Joint Venture		(Firm Name)
Other (CORPORATE SEAL)		(Address)
		(Telephone Number) (FAX)
		(E-mail Address)
		(Bidder's Signature)
		(Title)
Subscribed and sworn to me this day of	, 2013	

Signature:

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 an RESULT IN DISQUALIFICATION OF THE BIDE	nd submitted with bidder's bid proposal. FAILURE TC DER.	DO SO MAY
, as pa High School District 99, Downers Grove, Illir from bidding on the aforementioned contra E4.	rt of its bid for thework nois, DuPage County, Illinois certified that said contra ct as a result of violation of either 720 ILCS 5/33E-3 o	for Community ctor is not barred r 720 ILCS 5/33-
Firn	n:	
By:	(Signature)	
-	(Printed Name & Title)	
SUBSCRIBED AND SWORN TO before me		
This day of	, 2013	
NOTARY PUBLIC	·	

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

,	
for	ature appears below on this bid/contracthereby certify that the bidding party/contracting
party is not barred from bidding on the contract as a of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compil	result of a violation of either Section 33E-3 or Section 33E-4 led Statutes, as amended.
By:Authorized Agent of Contractor (name and t	itle)
SUBSCRIBED AND SWORN to before me this day, 20	
Notary Public	

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

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

ACINIA	WEEDGED AND AGREED TO:
By:	
,	Authorized Agent of Contractor (name and title)
DATE:	

ACKNOWLEDGED AND AGREED TO

SEXUAL HARASSMENT POLICY

t	or (Name of Contractor) o Community High School District No. 00, hereby certifies
that said contractor has a written sexual harassment policy	in place in full compliance with 775 ILCS 5/2-105 (A) (4).
By:Authorized Agent of Contractor (name and title)	
SUBSCRIBED AND SWORN to before me this day, 20	
Notary Public	

TAX CERTIFICATION

l,	, having been first duly sworn depose and state as follows:								
	l,			am	the		authorized _, which has sub	agent mitted a pro	for posal
to	Community	High	School		District		No.	99	for
any tax	and I hereby certi					is r	not delinquent i	n the paym	ent of
	a. it is contesting its liarriate Revenue Act; orb. it has entered intoly in compliance with the	an agreement	with the Depa				·		
	Authorized Agent of C	Ву:							
	RIBED AND SWORN to								

Notary Public

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

equirements 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
ne this day, 20
Notary Public

CERTIFICATE REGARDING EMPLOYENT OF ILLINOIS WORKERS ON PUBLIC WORKS

	agrees if at the	time the Agreement is executed, or if during the term of the	e
Agreement, there is	s excessive unemployment in Illi	nois as defined in the Employment of Illinois Workers on Pub	olic
Works Act, 30- ILCS	S 570/0/01 et seq., as two cons	ecutive months of unemployment exceeding 5%, then	
	agrees to employ	Illinois laborers in accordance with the Employment of Illino	ois
Workers on Public \	Works Act. An "Illinois laborer"	is defined as any person who has resided in Illinois for at leas	st
thirty (30) days and	d intends to become or remain a	in Illinois resident.	
	Firm:		
	D		
	ьу:	 (Signature)	
		(Signature)	
		(Printed Name & Title)	
		,	
SUBSCRIBED AND :	SWORN TO before me		
T I :		2012	
Inis	day of	, 2013	
	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.

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."

		itted with bidder's bid proposa CIATION OF THE BIDDER.	I.
		oid for the certifies that said Contractor is n of the above Non-Collusion Ai	work for Community not barred from bidding on the ffidavit.
	Firm:		
	Ву:	(Signature)	
		(Printed Name & Title))
SUBSCRIBED AND SWO	DRN TO before me		
This	day of	, 2013	
NOT	ARY 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:		
Ву:		
- J ·	(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)
Dat	e:

	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
	Const. Description Company on independently assessed and account of account of the description of the constant
h	Small Business Concern - an independently owned and operated concern certified, or certifiable, as a small
	siness by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be
	nd in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-
1.7	UI.
	Small Disadvantaged or Minority Business Concern - a small business concern which is at least fifty-one
nor	cent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any
	olicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and
	ose management and daily business operations are controlled by one or more of such individuals. Business
	ners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native
	pericans, Asian-Pacific Americans) are considered socially and economically disadvantaged.
, (11)	ionound, Adian Tading Americand, are considered socially and coonditioning disdayantaged.
	Woman-Owned Business - a business concern that is at least fifty-one percent (51%) owned by a woman or
wo	men who also control and operate it. "Control" in this context means exercising the power to make policy
	cisions. "Operate" in this context means being actively involved in the day-to-day management.
	records to the second second second second in the second s
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,
Ce	ntral or Central America.
	Native Americans: United States citizens whose origins are in any of the original peoples of North America,
ı.e.	, American Indians, Eskimos, Aleuts and native Hawaiians.
	Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea,
ıaı	wan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the
	U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.
Lce	ertify that the business classification and ethnicity indicated above reflects the true and correct status of this business
in a	accordance with current Federal Small Business Administration criteria. Lagree to inform Community High School
Dis	trict 99 immediately in writing of any changes to the information contained herein, including changes in ownership,
par	trict 99 immediately in writing of any changes to the information contained herein, including changes in ownership, it is interest or operations. I understand that falsely certifying this information may result in suspension from ticipation in Community High School District 99 - North High School Phase II project.
اسم	The state of the s
Na	me: Title:
	me: Title: Title:
Sig	nature: Date:
_	

END OF SECTION 00301

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00343 - BID FORM

(as date/time	stamped by District 99's Receptionist)	
Community High School District 99 Administrative Center 6301 Springside Avenue Downers Grove, IL 60516		
·	- Bid Package #43-Fire Protection Systems-South High School South High School 1436 Norfolk Street Downers Grove, IL 60516	
equired to hav	ve one original and one copy of your bid form.	
D:		
eipt of:		
tions for the work i	ndicated above.	
No	dated	
No	dated	
No	dated	
_	Community I Administrativ 6301 Springs Downers Gro Bid Group 3 - Bid Group 3 - Eipt of: tions for the work i No No	

April 11 2019 at 1:00 p.m. (CST)

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:

BID DATE:

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.

<u>WORK BASE BID</u>: 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 <u>NOT</u> including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

	Dollars (\$)

TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL MASTER FACILITY PLAN

ALLOWANCE:

This TRADE CONTRACTOR shall include an allowance of \$80,000.00 in their base bid for existing ceiling removal and replacement. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

BONDS:

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

Award Basis:

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

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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: (Contracto	rs Proposed Alternates)	
Item Specified 1	Proposed Alternate	Change in Bid Price
2	_	
3	_	
Owner Requested Unit Prices/Allogeductive).	wances (as applicable to this Trade	Contractor's scope of work) (additive or
This trade contractor includes _ in the amount of		ll refuse caused by this trade contractor's work
Dollars (\$) dumpsters required to complete the change order. Dumpsters will be pre-	Note: trade contractors are to include eir work and the cost associated with s	e in their bid form submittal the quantity of same. Dumpster costs will be subtracted by Manager. Note: Dumpster use in excess of

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

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00343 - BID FORM

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.

Respectfully submitted this	day	, 2013
Type of Firm (Bidder to indicate)		
Individual		
Partnership		
Corporation Joint Venture		(Firm Name)
Other (CORPORATE SEAL)		(Address)
		(Telephone Number) (FAX)
		(E-mail Address)
		(Bidder's Signature)
		(Title)
Subscribed and sworn to me this day of	, 2013	
		<u> </u>

Signature:

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 RESULT IN DISQUALIFICA		mitted with bidder's bid	proposal. FAILURE TO	DO SO MAY
Libration Colored District 00. D	, as part of its	s bid for the	work	for Community
High School District 99, E from bidding on the afore E4.	ementioned contract as a	result of violation of eith	ner 720 ILCS 5/33E-3 or	720 ILCS 5/33-
	Firm:			
	Ву:	(Signatur		
		(Signatur	e)	
		(Printed Name &	Title)	
Subscribed and Swori	N TO before me			
This	day of	, 2013		
NOTAR	Y PUBLIC	·		

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

<i>'</i>
I,the individual whose signature appears below on this bid/contract forhereby certify that the bidding party/contractin
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, 20
Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

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

ACKNOWLEDGED AND AGREED TO:					
Ву:					
	Authorized Agent of Contractor (name and title)				
DATE:					

SEXUAL HARASSMENT POLICY

, having submitted a bid f	or (Name of Contractor) to Community High School District No. 00, hereby certifies
	y in place in full compliance with 775 ILCS 5/2-105 (A) (4).
By: Authorized Agent of Contractor (name and title)	
SUBSCRIBED AND SWORN to before me this day, 20	
Notary Public	

TAX CERTIFICATION

l,	, having been first duly sworn depose and state as follows:								
	l,		'	am	the		authorized , which has subr	agent mitted a pro	for posal
to	Community	High	School		District			99	for
any tax	and I hereby certi administered by the II	fy that linois Departme	ent of Revenue,	or if it	is:	is n	not delinquent ir	າ the payme	ent of
approp	a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or								
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.									
By: Authorized Agent of Contractor (name and title)									
SUBSCRIBED AND SWORN to before me this day, 20									

Notary Public

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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, 20
Notary Public

CERTIFICATE REGARDING EMPLOYENT OF ILLINOIS WORKERS ON PUBLIC WORKS

	agrees if at th	e time the Agreement is executed, or if during the term of the
		linois as defined in the Employment of Illinois Workers on Public
Works Act, 30- ILCS 57	0/0/01 et seq., as two con	secutive months of unemployment exceeding 5%, then
	agrees to emplo	by Illinois laborers in accordance with the Employment of Illinois
Workers on Public Worl	ks Act. An "Illinois laborer	is defined as any person who has resided in Illinois for at least
thirty (30) days and int	ends to become or remain	an Illinois resident.
	F.	
	Firm:	
	Bv:	
	<u> </u>	(Signature)
		(9)
		(Printed Name & Title)
CLIDCODIDED AND CMC	DNI TO before me	
SUBSCRIBED AND SWC	okin TO before me	
This	day of	2013
11113	duy or	
		·
NOT	ARY 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.

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."

		nitted with bidder's bid propo FCIATION OF THE BIDDER.	sal.
		oid for the certifies that said Contractor n of the above Non-Collusion	work for Community is not barred from bidding on the Affidavit.
	Firm:		
	Ву:	(Signature)	
		(Printed Name & Tit	le)
Subscribed and swo	RN TO before me		
This	day of	, 2013	
NOTA	RY 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:		
Ву:		
- J ·	(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.

	BUSINESS CLA	<u>SSIFICATION</u>			
a)	Business Entity (check one) Corporation (Publicly held)* Corporation (Privately held) Partnership	it* Government Agency/Public Institution* Sole Proprietor			
b)	* If checked, do not complete section III (b) and (c) belo Business Ownership (check one) If minority or woma				
	Large Business: Male Owned Small Business: Male Owned	Woman Owned Woman Owned			
	BUSINESS DEFINITIONS				
fou	<u>Small Business Concern</u> - an independently owned ar usiness by the Federal Small Business Administration (SBA und in the Federal Acquisition Regulations, Section 19.102 701.). Standard Industrial Classification (SIC) codes may be			
puk wh	Small Disadvantaged or Minority Business Concerned (51%) owned by one or more socially and economy ablicly owned business, at least fifty-one percent (51%) of mose management and daily business operations are convers who certify that they are members of named grownericans, Asian-Pacific Americans) are considered socially	ically disadvantaged individuals or in the case of any the stock of which is owned by such individuals; and strolled by one or more of such individuals. Business bups (Black Americans, Hispanic Americans, Native			
	Woman-Owned Business - a business concern that is omen who also control and operate it. "Control" in this ecisions. "Operate" in this context means being actively in	context means exercising the power to make policy			
c)	Black Asian/Pacific or As				
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.					
in a	I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 99 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in Community High School District 99 - North High School Phase II project.				
Na	ame: Tit (Print or Type)	le:			
Sig	gnature: Da	ate:			

END OF SECTION 00301

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00344 - BID FORM

BID DATE:		t 1:00 p.m. (CST) amped by District 99's Receptionist)
BID TO:	Community Higl Administrative C 6301 Springside Downers Grove,	Avenue
RECEIVED BY:		
BID FROM:		
	-	
BID FOR:	Bid Group 3 - Bi	d Package #44 -Fire Alarm-North &South High School
		rth High School 36 Main Street
		wners Grove, IL 60515
	14:	uth High School 36 Norfolk Street wners Grove, IL 60516
It is re	quired to have	one original and one copy of your bid form.
THE UNDERSIGNED:		
Acknowledges receip	ot of:	
Plans and specificati	ons for the work indi	cated above.
Addenda:	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.

<u>WORK BASE BID</u>: 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 <u>NOT</u> including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL	VIASTER FACILITY PLAN	
	Dollars (\$	
<u>BASE BID</u> TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL N	AASTER FACILITY PLAN	
	Dollars (\$	
TOTAL FOR NORTH & SOUTH SCHOOLS		
	Dollars (\$	

ALLOWANCE:

This TRADE CONTRACTOR shall include an allowance of \$160,000.00 in their base bid for existing ceiling removal and additional devices. 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.

UNIT PRICING

- 1. The following Unit Prices shall be included in the appropriate place on the Bid Form. All unit pricing should include installation of raceway and cabling as well as programming.
- 1. Smoke Detector with 30 feet of cabling
- 2. Carbon monoxide detector with 30 feet of cabling
- 3. Heat Detector with 30 feet of cabling
- 4. Pull Station with 30 feet of cabling
- 5. Beam type detector with reflector with 50' of cabling
- 6. Duct Smoke detector with remote test switch and 50' of cabling
- 7. Smoke detector for fire damper and remote test switch with 30' of cabling
- 8. Flow switch with ZAM module and 30' feet of cabling
- 9. Valve Supervisory switch with ZAM module with 30' of cabling
- 10. Fire Alarm Speaker with 30' of cabling
- 11. Fire Alarm Strobe with 30' of cabling
- 12. Fire Alarm Strobe/Speaker combo with 30' of cabling
- 13. Magnetic Door Hold Open Device with power, relay and 50' of cabling
- 14. Fire Alarm Annunciator panel with microphone for voice evac.

BONDS

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

Award Basis:

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

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

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

Owner Requested Alternates:

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

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

<u>Proposed Alternates</u> : (Contractors	Proposed Alternates)	
Item Specified 1	Proposed Alternate	Change in Bid Price
2		
3		
Owner Requested Unit Prices/Allow deductive).	ances (as applicable to this Trade Contra	ctor's scope of work) (additive or
This trade contractor includes in the amount of	dumpsters for all refuse	caused by this trade contractor's work
Dollars (\$) Note that the idea of th	Note: trade contractors are to include in their work and the cost associated with same. D Cured and managed by Construction Manag	umpster costs will be subtracted by

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.

Respectfully submitted this	day	, 2013
Type of Firm (Bidder to indicate)		
Individual		
Partnership		
Corporation Joint Venture		(Firm Name)
Other (CORPORATE SEAL)		(Address)
		(Telephone Number) (FAX)
		(E-mail Address)
		(Bidder's Signature)
		(Title)
Subscribed and sworn to me this day of	, 2013	
		<u> </u>

Signature:

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.

	tion must be signed and subn CATION OF THE BIDDER.	nitted with bidder's bi	d proposal. FAILURE TO DO SO MAY	
	, as part of its	bid for the	work for Communitertified that said contractor is not barr	ty
High School District 99 from bidding on the af E4.	9, Downers Grove, Illinois, Du forementioned contract as a r	Page County, Illinois of eit	tertified that said contractor is not barr ther 720 ILCS 5/33E-3 or 720 ILCS 5/3	ed 3-
	Firm:			
	By:			
	,	(Signatu	ire)	
		(Printed Name &	x Title)	
SUBSCRIBED AND SWO	ORN TO before me			
This	day of	, 2013		
NO1	FARY PUBLIC			

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

<i>'</i>
I,the individual whose signature appears below on this bid/contract forhereby 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, 20
Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

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

ACINI	WEEDGED AND AGREED TO.
By:	
,	Authorized Agent of Contractor (name and title)
DATE:	

ACKNOWLEDGED AND AGREED TO

SEXUAL HARASSMENT POLICY

t	or (Name of Contractor) o Community High School District No. 00, hereby certifies
that said contractor has a written sexual harassment policy	in place in full compliance with 775 ILCS 5/2-105 (A) (4).
By: Authorized Agent of Contractor (name and title)	
SUBSCRIBED AND SWORN to before me this day, 20	
Notary Public	

TAX CERTIFICATION

l,			having been fir	st duly	sworn de	epose ar	nd state as follo	ows:	
	l,			am	the		authorized , which has sub	agent mitted a pro	for oposal
to	Community	High	School		District		No.	99	for
any tax	and I hereby certical administered by the II					is n	ot delinquent i	n the paym	ent of
approp	a. it is contesting its lia priate Revenue Act; or	ability for the ta	x or the amount	t of tax	in accord	ance wi	th procedures e	established	by the
current	b. it has entered into ly in compliance with			rtment	of Reven	ue for p	oayment of all	taxes due	and is
	Authorized Agent of C	By: Contractor (nan	ne and title)						
	RIBED AND SWORN to								
Notary	Public								

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project
By:
Authorized Agent of Contractor (name and title)
SUBSCRIBED AND SWORN to before me this day, 20
Notary Public

CERTIFICATE REGARDING EMPLOYENT OF ILLINOIS WORKERS ON PUBLIC WORKS

agrees	if at the time the Agreement is executed, or if during the t	erm of the
Agreement, there is excessive unemployme	ent in Illinois as defined in the Employment of Illinois Work	ers on Public
Works Act, 30- ILCS 570/0/01 et seq., as tv	wo consecutive months of unemployment exceeding 5%, t	:hen
agrees to	employ Illinois laborers in accordance with the Employme	ent of Illinois
Workers on Public Works Act. An "Illinois I	aborer" 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.	
Fii	rm:	
Ву	/: (Signature)	
	(Signature)	
	(D: , LN C T:()	
	(Printed Name & Title)	
SUBSCRIBED AND SWORN TO before me		
2002CKIDED AND 2MOKIN TO before the		
This day of	2013	
11113 duy or	, 2013	
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.

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."

	avit must be signed and subm MAY RESULT IN DISCQUALIF	itted with bidder's bid proposa CIATION OF THE BIDDER.	al.
		oid for the certifies that said Contractor is n of the above Non-Collusion A	work for Community not barred from bidding on the Affidavit.
	Firm:		
	Ву:	(Signature)	
		(Printed Name & Title	e)
SUBSCRIBED AND	SWORN TO before me		
This	day of	, 2013	
	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:		
Ву:		
- J ·	(Signature)	
	(Printed Name & Title)	
Dato		

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)
	(Filited of Typed Name of Applicant Employee)
Dat	e:

	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
	Constitution of Company of independently assessed and accompany in the constitution of a small
h	Small Business Concern - an independently owned and operated concern certified, or certifiable, as a small
	siness by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be
	nd in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-
1.7	01.
	Small Disadvantaged or Minority Business Concern - a small business concern which is at least fifty-one
nor	cent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any
	blicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and
	ose management and daily business operations are controlled by one or more of such individuals. Business
	ners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native
	pericans, Asian-Pacific Americans) are considered socially and economically disadvantaged.
,	ionound, holair i dollo hinonound, are continuored ecololity and economically disduvantaged.
	Woman-Owned Business - a business concern that is at least fifty-one percent (51%) owned by a woman or
wo	men who also control and operate it. "Control" in this context means exercising the power to make policy
	cisions. "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,
Ce	ntral or Central America.
	Native Americans: United States citizens whose origins are in any of the original peoples of North America,
ı.e.	, American Indians, Eskimos, Aleuts and native Hawaiians.
T-:	Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea,
ıaı	wan, 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 ce	ertify that the business classification and ethnicity indicated above reflects the true and correct status of this business
in a	accordance with current Federal Small Rusiness Administration criteria. Lagree to inform Community High School
Dis	strict 99 immediately in writing of any changes to the information contained herein, including changes in ownership,
par	strict 99 immediately in writing of any changes to the information contained herein, including changes in ownership, introlling interest or operations. I understand that falsely certifying this information may result in suspension from ticipation in Community High School District 99 - North High School Phase II project.
المح	Total Fight Community Fight Comod District Co. Horar Fight Comod Findout Project.
Na	me: Title:
	me: Title: Title:
Sig	nature: Date:
_	

END OF SECTION 00301

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00345 - BID FORM

BID DATE:	April 11, 2019 at 1:00 p.m. (CST) (as date/time stamped by District 99's Receptionist)
BID TO:	Community High School District 99 Administrative Center 6301 Springside Avenue Downers Grove, IL 60516
RECEIVED BY:	
BID FROM:	
	<u> </u>
BID FOR:	Bid Group 3 - Bid Package #45 -Window Treatments-North &South High School
	North High School 4436 Main Street
	Downers Grove, IL 60515
	South High School 1436 Norfolk Street Downers Grove, IL 60516
It is re	quired to have one original and one copy of your bid form.
THE UNDERSIGNED:	
Acknowledges recei _l	ot of:
Plans and specificati	ons for the work indicated above.
Addenda:	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.

<u>WORK BASE BID</u>: 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 <u>NOT</u> including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT NORTH HIGH SCHOOL M	IASTER FACILITY PLAN	
	Dollars (\$)
BASE BID TOTAL BASE BID AMOUNT SOUTH HIGH SCHOOL M	ASTER FACILITY PLAN	
	Dollars (\$)
TOTAL FOR NORTH & SOUTH SCHOOLS		
	Dollars (\$)

BONDS:

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

Award Basis:

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

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

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

Owner Requested Alternates:

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

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

<u>Proposed Alternates</u>: (Contractors Proposed Alternates)

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00345 - BID FORM

Item Specified 1	Proposed Alternate	Change in Bid Price
2		
3		
Owner Requested Unit Prices/All deductive).	owances (as applicable to this Tra	de Contractor's scope of work) (additive or
This trade contractor includes in the amount of	dumpsters fo	or all refuse caused by this trade contractor's work
Dollars(\$	heir work and the cost associated wi	ude in their bid form submittal the quantity of th same. Dumpster costs will be subtracted by ion Manager. Note: Dumpster use in excess of ge.

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.

<u>DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS</u> SECTION 00345 - BID FORM

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.

Respectfully submitted this	day	, 2013
Type of Firm (Bidder to indicate)		
Individual		
Partnership		
Corporation Joint Venture		(Firm Name)
Other (CORPORATE SEAL)		(Address)
		(Telephone Number) (FAX)
		(E-mail Address)
		(Bidder's Signature)
		(Title)
Subscribed and sworn to me this day of	, 2013	
		<u> </u>

Signature:

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.

	tion must be signed and subr CATION OF THE BIDDER.	mitted with bidder's bi	d proposal. FAILURE TO D	O SO MAY
	, as part of its	bid for the	work fc	r Community
High School District 99 from bidding on the af E4.	, as part of its 9, Downers Grove, Illinois, Du forementioned contract as a	uPage County, Illinois or result of violation of eit	ertified that said contracto her 720 ILCS 5/33E-3 or 7:	or is not barred '20 ILCS 5/33-
	Firm:			
	By:			
	ŕ	(Signatu	ire)	
		(Printed Name &	τ Title)	
Subscribed and swo	ORN TO before me			
This	day of	, 2013		
NO	TARY PUBLIC	·		

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

,	
I,the individual whose signature for	e appears below on this bid/contract hereby certify that the bidding party/contracting
party is not barred from bidding on the contract as a result of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled S	Ilt of a violation of either Section 33E-3 or Section 33E-4
By: Authorized Agent of Contractor (name and title)	
SUBSCRIBED AND SWORN to before me this day, 20	
Notary Public	

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

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

ACKNO	DWLEDGED AND AGREED TO:
Ву:	
•	Authorized Agent of Contractor (name and title)
DATE:	

SEXUAL HARASSMENT POLICY

t	or (Name of Contractor) o Community High School District No. 00, hereby certifies
that said contractor has a written sexual harassment policy	in place in full compliance with 775 ILCS 5/2-105 (A) (4).
By: Authorized Agent of Contractor (name and title)	
SUBSCRIBED AND SWORN to before me this day, 20	
Notary Public	

TAX CERTIFICATION

l,	, having been first duly sworn depose and state as follows:								
	l,			am	the		authorized _, which has subr	agent mitted a pro	for posal
to	Community	High	School		District			99	for
any tax	and I hereby certi administered by the II	fy that linois Departme	ent of Revenue,	or if it	is:	is n	not delinquent ir	the payme	ent of
approp	a. it is contesting its lia riate Revenue Act; or	ability for the tax	c or the amount	of tax	in accord	ance wi	th procedures es	stablished b	y the
current	b. it has entered into ly in compliance with			rtment	of Reven	iue for _l	payment of all t	taxes due a	nd is
	Authorized Agent of C	By: Contractor (nam	ne and title)						
	RIBED AND SWORN to								

Notary Public

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project
By:
Authorized Agent of Contractor (name and title)
SUBSCRIBED AND SWORN to before
me this day, 20
Noton, Dublic
Notary Public

CERTIFICATE REGARDING EMPLOYENT OF ILLINOIS WORKERS ON PUBLIC WORKS

	agrees if at tl	he time the Agreement is executed, or if during the term of the
Agreement, there is excessiv	e unemployment in	Illinois as defined in the Employment of Illinois Workers on Public
Works Act, 30- ILCS 570/0/	01 et seq., as two cor	nsecutive months of unemployment exceeding 5%, then
Workers on Public Works Ac	t. An "Illinois labore	oy Illinois laborers in accordance with the Employment of Illinois r" is defined as any person who has resided in Illinois for at least
thirty (30) days and intends	to become or remain	n an Illinois resident.
	Firm:	
	Ву:	 (Signature)
		(Signature)
		(Printed Name & Title)
		(Printed Name & Title)
SUBSCRIBED AND SWORN	TO hefore me	
SOBSCRIBED AND SWORK	TO before the	
This	day of	. 2013
		·
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.

	davit must be signed and submit TION OF THE BIDDER.	ted with bidder's bid pro	pposal. FAILURE TO DO SO MAY RESULT
School District 99 aforementioned c	, Downers Grove, Illinois, certifie	s that said contractor is to the Illinois Prevailing \	Vage Act (III. Rev. Stat., 1987 Ch. 48,
	Firm:		
	Ву:	(Signatui	re)
		(Printed Name &	Title)
subscribed and	SWORN TO before me		
This	day of	, 2013	
	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."

		itted with bidder's bid proposal. CIATION OF THE BIDDER.	
		oid for the certifies that said Contractor is n n of the above Non-Collusion Aff	
	Firm:		
	Ву:	(Signature)	
		(Printed Name & Title)	
SUBSCRIBED AND SWOR	N TO before me		
This	day of	, 2013	
NOTA	RY 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:		
Ву:		
<i>J</i> ·	(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)
	(Drinted on Tryond Norman of Applicant Frances)
	(Printed or Typed Name of Applicant Employee)
Dat	re:

	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
	Constitution of Company of independently assessed and accompany of the description of the constitution of
h	Small Business Concern - an independently owned and operated concern certified, or certifiable, as a small
	siness by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be
	nd in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-
1.7	01.
	Small Disadvantaged or Minority Business Concern - a small business concern which is at least fifty-one
ner	cent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any
	blicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and
	ose management and daily business operations are controlled by one or more of such individuals. Business
	ners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native
	pericans, Asian-Pacific Americans) are considered socially and economically disadvantaged.
,	ionound, holair i dollo hinonound, are continuored ecololity and economically disduvantaged.
	Woman-Owned Business - a business concern that is at least fifty-one percent (51%) owned by a woman or
wo	men who also control and operate it. "Control" in this context means exercising the power to make policy
	cisions. "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,
Ce	ntral or Central America.
	Native Americans: United States citizens whose origins are in any of the original peoples of North America,
ı.e.	, American Indians, Eskimos, Aleuts and native Hawaiians.
T-:	Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea,
ıaı	wan, 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 ce	ertify that the business classification and ethnicity indicated above reflects the true and correct status of this business
in a	accordance with current Federal Small Rusiness Administration criteria. Lagree to inform Community High School
Dis	trict 99 immediately in writing of any changes to the information contained herein, including changes in ownership,
par	strict 99 immediately in writing of any changes to the information contained herein, including changes in ownership, introlling interest or operations. I understand that falsely certifying this information may result in suspension from ticipation in Community High School District 99 - North High School Phase II project.
ام م	
Na	me: Title:
	me: Title: Title:
Sig	nature: Date:
_	

END OF SECTION 00301