

**Elmwood Park Community Unit School District 401
8201 W. Fullerton Ave.
Elmwood Park, IL 60707**

**INVITATION TO BID ON THE
ELMWOOD PARK COMMUNITY UNIT SCHOOL DISTRICT 401
CORE ROOM 166 RENOVATION**

Elmwood Park Community Unit School District 401 is soliciting bids for Core Room 166 Renovation: walls, flooring, doors, casework, plumbing, painting and electrical at its high school campus located at 8201 W. Fullerton, Elmwood Park, IL 60707 **Deadline for Return is Tuesday, January 29, 2019 @ 2:00 pm. Bids must be clearly marked “CORE ROOM 166 RENOVATION.”**

BIDS ARE TO BE SUBMITTED TO

Elmwood Park Community Unit School District 401
Attn: Mr. James P. Jennings, Assistant Superintendent for Finance & Operations/Chief School Business Official (CSBO)
8201 W. Fullerton
Elmwood Park, IL 60707

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. OPENING OF BIDS

Elmwood Park Community Unit School District, West Cook County, Illinois is requesting bids per the attached specifications for **Core Room 166 renovation** per the attached specifications. Bids must be filed with Mr. James P. Jennings, Assistant Superintendent for Finance & Operations/Chief School Business Official at 8201 W. Fullerton Elmwood Park, IL 60707 no later than 2:00 PM Tuesday, January 29, 2019 at which time they will be opened and acknowledged. Bidders are not invited to attend. Bids will be studied and reviewed and it is anticipated that a recommendation will be made to the Board of Education for award of Bid on Wednesday, February 6, 2019. The Board of Education reserves the right to waive any informalities, irregularities, or defects in any proposal should it be in the best interest of the school district to do so.

2. PREPARATION OF PROPOSAL

Proposal must be submitted on the prescribed Bid Form at the end of this document. All bids must be submitted in a sealed envelope bearing on the outside of the envelope the name of the bidder and the address and must be marked “Core Room.” No Bid forwarded by mail or messenger will be accepted unless received before the scheduled time for opening bids. Proposals will be opened immediately after the deadline. The method of transmittal of the proposal is at the seller’s risk of untimely receipt by the

Board. The district will not be responsible for delays in delivery by UPS, FedEx, Airborne or any other carrier the vendor chooses. Faxed copies are not acceptable. Late bids will be returned unopened to the sender.

3. METHODS OF AWARD

The Board of Education reserves the right to reject any and all bids or to accept a bid in whole or in divisible part if deemed to be in the best interest of the School District. The Board of Education reserves the right to choose alternates it deems to be in the best interest of the School District. The Board of Education shall have the right and authority to award orders to the bidder or bidders best meeting all specifications and conditions based upon the sole judgment of the Board.

In making its determination the following qualifications in addition to price will be considered by the Board:

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract
- i. Past history and performance that the Bidder may have with the DISTRICT.
- j. Such other information as may be secured having a bearing on the decision to make the award
- k. Consideration will be given to standardization, inter-changeability and availability of parts, if applicable to bid.
- l. In determining a bidder's responsiveness, the Board shall consider material deviations from the advertised specifications which materially affect price, quantity or limit the bidder's liability

Proposers and other interested parties are cordially invited to be present at the public proposal opening to be held at the time the sealed proposals are due. Proposals will be publicly opened and results announced.

4. DURATION AND WITHDRAWAL OF BIDS

All bids shall be binding for 60 calendar days following the bid opening date, unless the bidder, upon request of the DISTRICT, agrees to an extension. A written request for the withdrawal of the bid or any part thereof may be granted if the request is received by the DISTRICT prior to the specified time of bid opening. No bids may be withdrawn after they have been opened.

5. CERTIFICATES & ASSURANCES

All bidders shall submit all certificates herein contained and as required by law.

6. INVOICES

The successful CONTRACTOR shall submit three copies of invoices. Payment to the CONTRACTOR shall be made within 30 days after receipt of invoice and approval by the Board of Education. Payments are approved by the Board of Education at its monthly Board meeting (typically the third Wednesday of each month) provided a valid invoice is received at least two weeks prior to the Board meeting and said service has been provided and accepted by the Board of Education.

7. COMPLETION DELIVERY TIME

All work must be scheduled with the building & grounds department and must be completed by March 30, 2019. Liquidated damages of \$500 dollars for each day of overrun shall apply.

8. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the district after the time specified for bid opening will not be considered.

9. COMPLETENESS

All information required by the Invitation to Bid must be supplied to constitute a proper bid. The following MUST be included in the returned bid response as a part of a complete bid. These forms must be fully completed, signed, and notarized as required on forms:

1. Bid Price page
2. Certificate of Eligibility To Bid
3. Certificate of Compliance To The Illinois Department of Human Rights
4. Certificate of Compliance with Illinois Prevailing Wage Law
5. Hold Harmless Agreement
6. Equipment list
7. Reference List
8. Bid Bond

10. AUTHORITY TO ACT AS AGENT

Upon request, the bidder will provide proof to the DISTRICT that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.

11. DEVIATIONS

In the event that the Bidder intends to deviate from the specifications, all such deviations must be listed and attached to the bid. The absence of a submitted deviations will assure the DISTRICT that no deviations from specifications exist.

12. QUESTIONS REGARDING SPECIFICATIONS

Should a bidder find discrepancies or omissions in the specifications or instructions, or should he/she be in doubt as to their true meaning, he/she should notify the Assistant Superintendent who will, in turn, clarify such specifications and notify other bidders of any material change or clarification. The Board of Education shall not be held responsible for oral instruction to bidders. It is the responsibility of the bidder to check the district website for any addendum to the bid specifications prior to submitting a bid to be assured that the bid is complete. **No questions will be accepted 5 days prior to the bid opening.**

13. SUBLETTING CONTRACT

It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or right, title or interest therein, or power to execute such contract, to any other person, firm or corporation, without the previous written consent of the district, but in no case shall such consent relieve the Bidder from his/her obligation, or change the terms of the Contract.

Furthermore, the contractor shall not allow a Subcontractor to commence work on any portion of the project without evidence that the Subcontractor has insurance coverage equal to coverages required of the contractor by the district.

14. NON-DISCRIMINATION

No contractor who is the recipient of the district's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit any unfair employment practice and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C.12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations promulgated there under. Bidder further agrees that this article will be incorporated by the bidder into all contracts entered into with suppliers of materials or services, CONTRACTORS and Subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Bidder acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification pursues false.

15. SEXUAL HARASSMENT POLICY

Every party to a public contract and every eligible bidder must have a written sexual harassment policy that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the recourse, investigative and complain process available through the Illinois Department of Human Rights and the Human Rights Commission; (v) directions on how to contact the Department and Commission; and (vi) protection against retaliation as provided by Section 6-101 of the Human Rights Act.

16. INDEMNITY

Contractor shall indemnify, keep and save harmless the district, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the district in consequence of the granting of this contract or which in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or his employees, and the contractor shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the district in any such action, the contractor shall, at his/her own expense, satisfy and discharge

the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep or save harmless and defend the DISTRICT as herein provided.

17. COLLUSIVE BIDDING

The bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

18. IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946

All identical bids submitted to the district as a result of advertised procurement for materials, supplies, equipment or services exceeding \$2,500.00 in total amount shall, at the discretion of the DISTRICT, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

19. CONTRACTOR NOT AN AGENT

The bidder/CONTRACTOR shall not be held or deemed in any way to be an agent, employee, or official of the DISTRICT, but rather an independent CONTRACTOR furnishing services to the DISTRICT.

20. RESPONSIBILITY FOR MATERIALS SHIPPED

If applicable, the bidder/CONTRACTOR shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the bidder/CONTRACTOR shall bear all risk on rejected materials and supplies after notice of rejection. Rejected materials or supplies must be promptly removed by and at the expense of the bidder/CONTRACTOR after notification of rejection.

21. INSPECTIONS

If applicable, for supplies and materials purchases - inspection and acceptance of will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or equipment will be made as promptly as practicable, but failure to inspect or accept or reject materials or equipment shall not impose liability on the DISTRICT for such materials or equipment as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

CONTRACTORS or vendors should be aware that the DISTRICT is required by state law to follow and adhere to all local municipal building and zoning codes.

22. PREVAILING WAGE

The awarded CONTRACTOR is required to pay all applicable wage rates as required and stipulated by Federal, State and Local laws and **CONTRACTOR agrees to pay prevailing wages for all work completed under this contract.**

The CONTRACTOR and all Subcontractors shall use the "CERTIFIED TRANSCRIPT OF PAYROLL" and "AFFIDAVIT" forms as prepared by the Illinois Department of Labor. Electronic Versions of these forms are available from the Illinois Department of Labor. Pay requests will not be processed until current certified payrolls are provided for CONTRACTOR and Subcontractors.

23. INSURANCE

The DISTRICT upon awarding a project requires a Certificate of Insurance with “Additional Insured Endorsement in such amounts as deemed acceptable by the DISTRICT . You must require your insurance company to list the DISTRICT as "Additional Insured". In the "Description of Operations locations/Vehicles/Special Items" section of the Certificate it must state: "Elmwood Park Community Unit School DISTRICT and its Board of Education is additional insured per Additional Insured Endorsement.

24. SAFETY

The CONTRACTOR shall provide all barricades, security, and signage necessary to control vehicle and pedestrian traffic and to protect the pavement areas while work is in progress and until the sealer is fully cured and does not pickup under foot or wheeled traffic.

25. TYPE/PEN WRITTEN BIDS

All bids must be type written or written in pen, pencil written bids are not acceptable. Bids written in pencil will be rejected.

26. EXEMPTION FROM TAXES

DISTRICT is exempt from Federal, State, and Municipal taxes.

27. INVESTIGATION OF BIDDERS

CONTRACTORS or suppliers who are bidding work for School DISTRICT shall submit at least five references, name, addresses, and phone numbers of the last five school projects done in the last four years. These should be from managers of commercial buildings or school buildings. The five references must be for five different projects. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not qualified to accomplish the work described in the specifications in an acceptable manner.

28. CRIMINAL BACKGROUND INVESTIGATIONS

CONTRACTOR hereby represents, warrants and certifies that no officer or director of vendor has any knowledge that any employee thereof has been convicted of committing or attempting to commit any one or more of the following offenses set forth in Section 5/21-23a of the Illinois School Code or who falsifies, or omits facts from his or her employment documents.

CONTRACTOR agrees that it shall not employ any person who has 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 employees or applicants who may have direct contract with employees shall be required to furnish a written “Authorization for Criminal Background Information” on forms provided by the DISTRICT authorizing the Board of Education to request a criminal background investigation of said person pursuant to 105 ILCS 5/10-21-9 as amended by P.A. 96-1452 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. Vendor further agrees to submit with said authorization for any costs and expenses associated with the criminal background investigation.

CONTRACTOR further represents, warrants and certifies that no employee or applicant with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, including the Sex Offender Registry Act, and the Statewide Child Murder and Violent Offender Against Youth Database shall be employed thereby in any position that involves or may involve contact with the students of the school DISTRICT.

29. FORCE MAJEURE

The parties to any contract shall be excused from performance during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, or power failure or reduction, provided that: satisfactory evidence thereof is presented to the DISTRICT, and provided further that it is satisfactorily established that the non-performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in these specifications shall be adjusted by a period of time equal to such time lost because of the stated condition.

30. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of the bid form shall be construed as acceptance of all the provisions contained herein.

31. BID BOND

Each bid shall be accompanied by a bid bond in the amount of 10% of the total amount bid issued by a properly licensed commercial surety. The bid bond shall be given as a guarantee that the bidder will supply the items in accordance with specifications and prices bid. Bid security in the form of a Cashier Check will be accepted in lieu of a bid bond. The cashier's check or irrevocable letter of credit from bidder's bank on their letterhead signed by authorized bank officer, must be in the amount equal to 10% of the bid. Bid security in the form of a bid bond issued by a surety having a "Best" rating of A- or better and licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The successful bidder's bond will be retained by the DISTRICT until a contract is signed and full delivery and installation is complete.

32. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A 100% performance and payment bond is REQUIRED for all of the scope of work in this bid. The bonds must be issued by a properly licensed commercial surety having a "Best" rating of A- or better. The bidder shall deliver said bond to the Owner not later than the date of execution of the Contract. Proof that installation labor has been completed in compliance with the State of Illinois guidelines concerning the rate of Prevailing Wages must be furnished to the DISTRICT before such Performance and Payment Bond will be released. The Performance Bond and Payment Bond shall be provided in form which is provided later in this specification.

33. PAYMENTS

On district projects, a 10% retainer fee will be held if applicable, until all punch list items are completed and approved by the Director of Operations and Maintenance. The School district processes checks once a month. The deadline for receiving invoices is the Friday before the last Thursday of the month preceding the payment month. Payment shall be considered for approval at the regular Board meeting (generally the third Thursday of the month). Payment will follow meeting approval.

34. LIEN WAIVERS

Waivers of lien from CONTRACTOR, CONTRACTOR's supplier(s), Subcontractor(s), and Subcontractors' supplier(s) must accompany each request for payment. CONTRACTOR must furnish the names of all Subcontractors and a schedule of values with each pay request. Partial waivers must list a dollar amount. All final waivers must state "Paid in Full" in place of a dollar amount. Final payment will not be released until final waivers marked "Paid in Full" are submitted for all

Subcontractors, suppliers and prime CONTRACTOR. A sworn statement listing Subcontractors and suppliers, the amounts of their contracts must accompany all waivers and the amounts requested.

35. EXAMINATION OF SITE

Before submitting a bid, the CONTRACTOR should visit the site and is responsible for knowing the conditions affecting the work. Failure to visit the site(s) shall not be accepted as a valid reason for any changes by the successful bidder.

36. SAFETY

The CONTRACTOR is responsible for making sure that all conditions are safe for pedestrians and workers. Any precautionary measures such as warning signs, barricades, etc., that might be necessary shall be at the expense of the CONTRACTOR and provided for in the quoted price.

37. WORKMANSHIP

All work under this contract shall be performed in a skillful and workmanlike manner. DISTRICT may, in writing, require the CONTRACTOR to remove from the work any employee the DISTRICT deems incompetent, careless, or otherwise objectionable.

38. CONSTRUCTION DEBRIS DISPOSAL

CONTRACTORs shall not use DISTRICT's refuse dumpsters for debris brought to the jobsite or created at the jobsite by the CONTRACTORs work onsite. This includes demolition debris.

39. CLEAN-UP

The CONTRACTOR is responsible for keeping the job site clean at all times. Also, after the job is completed, he is responsible for removing all tools, equipment, excess material and debris from the site and leaving the area in a clean condition that meets the approval of the Director of Operations and Maintenance or his designee. Final cleaning shall be completed to the School DISTRICT's satisfaction.

40. CHANGE IN SCOPE

CONTRACTORs and Subcontractors must receive prior written approval from DISTRICT's Operations and Maintenance Office before proceeding with any work which is a change in scope and/or additional cost (a change order) to DISTRICT.

41. BID SUMMARIES

Bid Summaries will be mailed within three business days after the Board approves the lowest responsible bid.

42. SAFETY DATA SHEETS

All CONTRACTORs performing work in DISTRICT Buildings shall submit, to the Operations and Maintenance Office, copies of Safety Data Sheets (SDS) on all building materials to be used in accordance with the Illinois Department of Labor's Hazardous Communication Program Regulations prior to the commencement of work. CONTRACTORs must maintain a legible copy of these SDS sheets on file at the job site at all times while construction is in progress. Periodic DISTRICT checks may be performed, CONTRACTOR must be able to furnish information on demand. CONTRACTOR must provide adequate control measures to protect the occupants of the building

before, during, and after the use of any building materials which contain hazardous ingredients. CONTRACTORS who must use building materials which contain hazardous ingredients must review with and get approval on the intended control measures prior to the commencement of the work.

In addition, all CONTRACTORS who are to perform work at DISTRICT facilities must make their employees aware of DISTRICT's Hazardous Communication Program. DISTRICT has a copy of all MSDS sheets on products at the building which the DISTRICT has purchased. The binder containing those MSDS sheets is in the health office of each building. If any CONTRACTOR's employee would like a copy of DISTRICT's Hazardous Communication Plan procedure or a particular MSDS sheet of a particular material the DISTRICT has delivered to the site from a source other than the CONTRACTOR, please see the custodians at the building to get a copy duplicated.

43. CONTRACT

The Agreement between the DISTRICT and the CONTRACTOR for the Work will be in the Form of the Sample Agreement Between DISTRICT and CONTRACTOR as provided later in this document.

44. SUBSTITUTIONS

See bid specification for requirements.

45. CONTACT WITH STUDENTS

C construction personnel shall have absolutely no contact with students. Any expense to be incurred for the CONTRACTOR to meet the access limitations shall be a part of the CONTRACTOR's bid.

46. GENERAL

A. The CONTRACTOR will be responsible for the procurement of all construction permits. The CONTRACTOR shall give all notices necessary and incident to the due and lawful prosecution of the Work.

B. All work shall be conducted in accordance with the Occupational Safety and Health Administration (OSHA) requirements and Grundy County regulations. The CONTRACTOR shall be fully responsible for coordination of his work and the work of his employees, Subcontractors, and suppliers, and to assure compliance with schedules.

C. The CONTRACTOR shall schedule work with the authorized DISTRICT representative with at least Seven (7) days advance notice. The CONTRACTOR shall at all times conduct the work in such manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the administration, students, general public and employees shall be provided for in an adequate and satisfactory manner.

D. Any unforeseen site conditions that are encountered in the field that warrant a modification in the plans and/or design shall be brought to the attention of the DISTRICT's authorized representative.

E. Any construction items that are not represented in the plans or summary of quantities but can be reasonably be expected to be included in the scope of work of an already specified item shall be considered incidental to the Contract and no additional expense shall be permitted.

F. It shall be the sole responsibility of the CONTRACTOR to restore the project or disturbed areas to conditions prior the commencement of construction activities.

G. To the fullest extent permitted by law, the CONTRACTOR shall be responsible for any and all injuries or damages to property due to the activities of the CONTRACTOR, its Subcontractors, suppliers, agents and employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The CONTRACTOR shall indemnify and hold harmless the DISTRICT, including the Board of Education, its employees, officers and agents from any and all claims, lawsuits, actions, costs and fees, including reasonable attorney's fees and expenses of every nature and description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work, or on account of or in consequent of using unacceptable materials in construction of the work of because of any act, omission, neglect, or misconduct of CONTRACTOR, its officers, employees, agents, Subcontractors, or anyone directly or indirectly employed by them and/or anyone for whose acts they may be liable for because of any claims or amount of recovered by reason of any infringement of patent, trademark, or copyright, or by reason of the violation of any law, ordinance, order, or decree.

H. The CONTRACTOR shall be responsible for meeting any requirement for any machine, device or part thereof, which is regulated by or becomes regulated by Federal or State of Illinois Noise Standards, shall conform to those standards. All other equipment shall operate under the noise requirements of the County of Grundy, IL.

I. Nothing in this contract between the DISTRICT and the CONTRACTOR or anyone else is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by an authorized representative of the DISTRICT, employee, or officer whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of duty to anyone, including but not limited to third parties, regarding work place safety.

J. In order to insure this and other duties of the CONTRACTOR, certain indemnifications and insure is required by the contract. Additionally, the CONTRACTOR guarantees to the owner a safe work place shall be provided for all employees of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act and any work place safety act of the State of Illinois. CONTRACTOR agrees to require this workplace safety guarantee of all Subcontractors and expressly require the DISTRICT and Board of Education to be third party beneficiaries of each guarantee.

CONSTRUCTION CONTRACTOR AGREEMENT TERMS & CONDITIONS with PERFORMANCE BOND AND PAYMENT BOND AND PREVAILING WAGES

(rev. 11/27/2018)

This Construction CONTRACTOR Agreement between the DISTRICT and the CONTRACTOR includes the following terms, conditions, and provisions:

1. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION: Time limits stated in the Contract Documents are of the essence of the contract. By executing the Agreement the CONTRACTOR confirms that the Contract Time is a reasonable period of performing the Work.

The date of commencement of the Work shall be no later than **February 18, 2019** and unless a different date is stated separately in the contract or provision is made for the date to be fixed in a notice to proceed issued by DISTRICT. The contract time shall be measured from the date of commencement. The CONTRACTOR shall achieve Substantial Completion of the entire Work not later than **March 30, 2019**.

2. CONTRACT SUM: DISTRICT shall pay the CONTRACTOR the Contract Sum in current funds for the CONTRACTOR's performance of the Contract. The Contract Sum shall be _____ dollars and _____ Centers (\$ _____) subject to additions and deletions as provided in the Contract Documents.

Progress Payments

Based upon Applications for Payment, DISTRICT shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided below and elsewhere in the Contract Documents. The deadline for receiving invoices is the Tuesday before the last Thursday of the month proceeding the payment month. Payment shall be considered for approval at the regular Board meeting (generally the third Thursday of the month). Payment will follow meeting approval.

3. ENUMERATION OF CONTRACT DOCUMENTS: The Contract Documents are listed in Article 5 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

The "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS" and "SPECIFICATIONS" document within the bid specification is hereby made a part of the contract.

4. DISTRICT

A. Information and Services Required of DISTRICT

- i. DISTRICT shall furnish and pay for surveys and a legal description of the site if required.
- ii. The CONTRACTOR shall be entitled to rely on the accuracy of information furnished by DISTRICT but shall exercise proper precautions relating to the safe performance of the Work.
- iii. Except for permits and fees which are the responsibility of the CONTRACTOR under the contract Documents, DISTRICT shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities if required.
- iv. **DISTRICT's Right to Stop the Work: If the CONTRACTOR fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, DISTRICT may issue a written order to the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the Work shall not give rise to a duty on the part of DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other person or entity.**
- v. **DISTRICT's Right to Carry Out the Work: If the CONTRACTOR defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, DISTRICT, after 10 days' written notice to the CONTRACTOR and without prejudice to any other remedy DISTRICT may have, may make good such deficiencies and may deduct the reasonable cost thereof, including DISTRICT's expenses and compensation for services**

5. CONTRACTOR:

A. Review of Contract Documents and Field Conditions by CONTRACTOR

- i. Since the Contract Documents are complementary, before starting each portion of the Work, the CONTRACTOR shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by DISTRICT, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the CONTRACTOR and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the CONTRACTOR shall be reported promptly to DISTRICT as a request for information in such form as DISTRICT may require.
- ii. Any design errors or omissions noted by the CONTRACTOR during this review shall be reported promptly to DISTRICT but it is recognized that the CONTRACTOR's review is made in the CONTRACTOR's capacity as a CONTRACTOR and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

B. Supervision and Construction Procedures

- i. The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention.

The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CONTRACTOR shall be fully and solely responsible for the jobsite safety thereof unless the CONTRACTOR gives timely written notice to DISTRICT that such means, methods, techniques, sequences or procedures may not be safe.

- ii. The CONTRACTOR shall be responsible to DISTRICT for acts and omissions of the CONTRACTOR's employees. Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the CONTRACTOR or any of its Subcontractors if applicable.
- iii. The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The CONTRACTOR shall promptly notify DISTRICT if the Drawings and Specifications are observed by the CONTRACTOR to be at variance therewith. If the CONTRACTOR performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to DISTRICT, the CONTRACTOR shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

C. Labor and Materials

- i. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- ii. The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- iii. The CONTRACTOR shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
- iv. The CONTRACTOR may make substitutions only with the consent of DISTRICT, after evaluation by DISTRICT or his representative, and in accordance with a Change Order.

6. CHANGES IN WORK: DISTRICT, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by DISTRICT, CONTRACTOR, or by written Construction Change Directive signed by DISTRICT.

The cost or credit to DISTRICT from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the CONTRACTOR's cost of labor, material, equipment, and reasonable overhead and profit as agreed to with DISTRICT prior to commencement of the Work.

DISTRICT 401 will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on DISTRICT and CONTRACTOR. The CONTRACTOR shall carry out such written orders promptly.

If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

7. CORRECTION OF WORK & WARRANTY:

- i. The CONTRACTOR warrants to DISTRICT that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- ii. The CONTRACTOR shall promptly correct Work rejected by DISTRICT or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for DISTRICT's services and expenses made necessary thereby, shall be at the CONTRACTOR's expense

- iii. If, within one year after the date of Substantial Completion of the Work or designated portion thereof or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from DISTRICT to do so unless DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. DISTRICT shall give such notice promptly after discovery of the condition.
- iv. If the CONTRACTOR fails to correct nonconforming Work within a reasonable time, DISTRICT may correct it and make claim against CONTRACTOR for cost of correction.
- v. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

8. DECLARATION OF INDEPENDENT CONTRACTOR: CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local laws regarding business permits, registrations, certificates, and licenses that may be required to carry out the work to be performed under this agreement. The CONTRACTOR represents that the CONTRACTOR qualifies as an independent CONTRACTOR as evidenced by agreement to the conditions of this contract. The CONTRACTOR represents that all the information in the agreement is true and the DISTRICT may contact individuals and corporations to verify this information. The DISTRICT relies upon the representation of the CONTRACTOR. In the event the CONTRACTOR is determined not to be an independent CONTRACTOR for the purpose of providing these services to the DISTRICT, then the CONTRACTOR will reimburse the DISTRICT's full costs and damages associated with or in any way related to this determination.

9. RESPONSIBILITY TEST: CONTRACTOR certifies that the CONTRACTOR: a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; b) has a satisfactory record of past performance; c) has a satisfactory record of integrity, is not disqualified under any state or federal statute; and d) is qualified legally to contract with the DISTRICT.

10. PERMITS, FEES AND NOTICES: The DISTRICT will pay the plan check fee, building permit fee, and systems development charges directly to the authority having jurisdiction. The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work of this contract. The CONTRACTOR shall secure and pay for all other permits, fees and inspections necessary for the proper execution and completion of the Contract, which are legally required when bids are received or negotiations concluded. The CONTRACTOR shall pick up permits and call for inspections through final inspection, as required by the City Building Department.

11. USE OF SITE: Check in security daily with the school or facility office personnel and the building custodian to coordinate construction activities with the ongoing activities at the building.

12. SMOKING, DRUG AND ALCOHOL POLICIES: Smoking and the other use of tobacco products is prohibited on all school DISTRICT property. DISTRICT Policy prohibits the possession, use or distribution of illicit drugs and alcohol on school premises. Anyone under the treatment of a physician who must bring prescription medications to the workplace shall carry the medicines in the original container bearing the name of the drug, the name of the physician and the prescribed dosage.

13. POTENTIALLY HAZARDOUS PRODUCTS: The DISTRICT attempts to maintain a safe and healthy environment for students and staff. The CONTRACTOR is therefore required to follow DISTRICT guidelines controlling the use of potentially hazardous products and to use these products in a safe manner.

MSDS information is required for all potentially hazardous products. The Project Manager and a DISTRICT Safety Specialist will review these and determine what, if any, mitigation procedures will be required. CONTRACTOR is to maintain and post copies of all MSDS information at the project site and adhere to the required controls.

CONTRACTOR is to ensure that work area access by students and teachers is restricted. The DISTRICT will provide signage appropriate for this purpose. The CONTRACTOR is to construct and maintain appropriate barriers.

14. ASBESTOS CONTAINING MATERIALS: Prior to commencing work on-site, the CONTRACTOR shall contact the DISTRICT Asbestos Specialist, to review the Asbestos Management Plan for the site where the work will be performed. The CONTRACTOR shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free. The DISTRICT will investigate and test for asbestos containing materials and, if required, remove such materials as required for the Work. CONTRACTOR is required to sign an Asbestos Containing Materials Notification Statement as supplied by DISTRICT prior to commencing Work. The CONTRACTOR shall use no asbestos-containing materials in the Work and shall so certify.

15. SAFETY REQUIREMENTS: Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. All CONTRACTORS who perform work on DISTRICT property, and their employees, are expected to know the DISTRICT's expectations for safe work and to adhere to those expectations. CONTRACTOR shall adhere to the regulations of Illinois OSHA for all projects within the School DISTRICT.

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- i. employees on the Work and other persons who may be affected thereby;
- ii. the Work and materials and equipment to be incorporated therein; and
- iii. other property at the site or adjacent therein. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The CONTRACTOR shall promptly remedy damage and loss to property caused in whole or in part by the CONTRACTOR, a Subcontractor, a sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible.

16. ELECTRICAL REQUIREMENTS:

LOCKOUT/TAGOUT: CONTRACTOR shall implement a Lockout/Tagout program for employees who take equipment out of service or place equipment back into service after repair. Rules applying to this procedure are located in the Illinois Occupational Safety and Health Code.

ARC FLASH – ELECTRICAL SAFETY: CONTRACTOR shall comply with NFPA 70E (Electrical Safety in the Workplace), current edition. CONTRACTOR shall comply with Illinois OSHA (Personal Protective Equipment). The CONTRACTOR shall 'Electrical Safety' protocols referenced in any and all NFPA, OSHA, ILOSHA NEC, NESC, UL, IBC, IFC and ANSI documents (current editions).

CONFINED SPACE REQUIREMENTS: If work requires entering underground fuel storage tanks, utility tunnels, sewer vaults (where septic systems are located) or fireboxes on boilers, a permit and special training is required, when necessary.

17. HOLD HARMLESS AND INDEMNIFICATION: CONTRACTOR shall indemnify, keep and save harmless the DISTRICT, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the DISTRICT in consequence of the granting of this contract or which in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the CONTRACTOR or his employees, and the CONTRACTOR shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the DISTRICT in any such action, the CONTRACTOR shall, at his/her own expense, satisfy and discharge the same. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by CONTRACTOR, shall in no way limit the responsibility to indemnify, keep or save harmless and defend the DISTRICT as herein provided.

In claims against any person or entity indemnified under the above by an employee of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

18. INSURANCE: The CONTRACTOR shall maintain in force for the duration of this agreement, the following: General Insurance: The CONTRACTOR shall maintain in force for the duration of this agreement a Umbrella Insurance Policy with the limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non- owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the DISTRICT, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the DISTRICT may carry on its own. If the DISTRICT requires Professional Liability coverage, the terms, conditions, and limits must be approved by the DISTRICT's General Counsel.

Workers' Compensation: The CONTRACTOR shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws.

Equipment and Material: The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Evidence of Coverage: Evidence of the above coverages issued by a company satisfactory to the DISTRICT shall be provided to the DISTRICT by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. It is the CONTRACTOR's obligation to provide the 30 days notice if not done so by the CONTRACTOR's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

SUBCONTRACTORS: The CONTRACTOR shall require all Subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage equivalent to those required of the general CONTRACTOR in this contract. The CONTRACTOR shall require certificates of insurance from all Subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the DISTRICT's General Counsel.

19. PERFORMANCE BOND AND PAYMENT BOND: The CONTRACTOR shall furnish a Performance bond covering faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is on the US Government Treasury list for approved sureties and/or approved by School DISTRICT General Counsel. The cost of the Bond shall be included in the Contract Sum. The amount of bond shall be equal to 100 percent of the Contract Sum.

The CONTRACTOR shall deliver the required bonds to the DISTRICT with the executed Agreement. The CONTRACTOR shall require the Attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.

20. OWNERSHIP OF WORK PRODUCT: All work products of the CONTRACTOR, which result from this contract, shall be the exclusive property of the DISTRICT and shall be delivered to the DISTRICT upon completion of the work or termination of this contract, except as otherwise agreed in writing.

21. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services agreed upon. The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

22. PAYMENTS AND COMPLETION

A. Applications for Payment

- i. Payments shall be made as provided in Article 3 of this Agreement. Applications for Payment shall be in a form satisfactory to DISTRICT.
- ii. The CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to DISTRICT no later than the time of payment. The CONTRACTOR further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from DISTRICT shall, to the best of the CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to DISTRICT's interests.

B. Certificates for Payment

- i. The issuance of a Certificate for Payment will constitute a representation to DISTRICT, that the Work has progressed to the point indicated and that, to the best of the CONTRACTOR's knowledge, information and belief the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correlation of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by DISTRICT. The issuance of a Certificate for Payment will further constitute a representation that the CONTRACTOR is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that DISTRICT has (1) made exhaustive or continuous onsite inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by DISTRICT to substantiate the CONTRACTOR's right to payment, or (4) made examination to ascertain how or for what purpose the CONTRACTOR has used money previously paid on account of the Contract Sum.

- ii. DISTRICT may withhold payment in whole or in part, to the extent reasonably necessary to protect DISTRICT. If in DISTRICT's opinion the representations to DISTRICT required by section 16.B.i. cannot be made. DISTRICT may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary to protect DISTRICT from loss for which the CONTRACTOR is responsible, including loss resulting from acts and omissions described because of:
 - 1. defective Work not remedied;
 - 2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to DISTRICT is provided by the CONTRACTOR;
 - 3. failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
 - 4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - 5. damage to DISTRICT or another CONTRACTOR;
 - 6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - 7. persistent failure to carry out the Work in accordance with the Contract Documents.
- iii. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

C. Payments to the CONTRACTOR

- i. The CONTRACTOR shall promptly pay each Subcontractor, upon receipt of payment from DISTRICT, out of the amount paid to the CONTRACTOR on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such Subcontractor's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in similar manner.
- ii. DISTRICT shall not have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.
- iii. A Certificate of Payment, a progress payment, or partial or entire use or occupancy of the Project by DISTRICT shall not constitute acceptance of Work not in accordance with the Contract Documents.

D. Substantial Completion

- i. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that DISTRICT can occupy or utilize the Work for his intended use.
- ii. When requested by the CONTRACTOR, DISTRICT determines that the Work or designated portion thereof is substantially complete, DISTRICT will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of DISTRICT and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the CONTRACTOR shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of final acceptance of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

E. Final Completion and Final Payment

- i. Upon receipt of written notice from the CONTRACTOR that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, DISTRICT will promptly make such inspection and, when DISTRICT finds the Work acceptable under the Contract Documents and the Contract fully performed, DISTRICT will promptly issue a statement that the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the CONTRACTOR and noted in the final Certificate is due and payable.
- ii. Final payment shall not become due until the CONTRACTOR has delivered to DISTRICT a complete release of all items arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to DISTRICT to indemnify DISTRICT against such

lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall refund to DISTRICT all money that DISTRICT may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

- iii. Acceptance of final payment by the CONTRACTOR, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for payments.

23. REIMBURSEMENT OF EXPENSES: The DISTRICT shall not be liable to CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless previously agreed to in writing.

24. FRINGE BENEFITS: Because CONTRACTOR is engaged in CONTRACTOR's own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the DISTRICT.

25. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be collected, withheld or paid by the DISTRICT on behalf of the CONTRACTOR or of employees of the CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

26. PREVAILING WAGE RATES: Each worker in each trade or occupation employed in the performance of this Contract either by the CONTRACTOR, Subcontractor or other person doing or contracting to do contracting for the whole or any part of the Work on the Contract shall be paid not less than the applicable prevailing rate of wage. The CONTRACTOR or the CONTRACTOR's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the DISTRICT in writing, on a form prescribed by the Illinois Department of Labor certifying the hourly rate of wage paid each worker whom the CONTRACTOR or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the applicable state prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certificate and statement shall be verified by the oath of the CONTRACTOR or the CONTRACTOR's surety or Subcontractor or the Subcontractor's surety that the CONTRACTOR or Subcontractor has read the statement and certificate and knows the contents thereof and that the same is true to the CONTRACTOR or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

27. PROJECT CLOSEOUT: When the Work is determined to be complete:

- a. Return all keys to DISTRICT Representative.
- b. Where warranties are required, submit original warranty certificates and indicate dates of coverage.
- c. Submit any operation and maintenance information required by technical specifications.
- d. Submit any as-built drawings or other as-built documentation required by technical specifications.
- e. Submit Affidavit of Prevailing Wages Paid (Sample will be furnished at completion of work).
- g. Submit Asbestos-Containing Materials Statement (Sample will be furnished at completion of work.)
- h. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
- i. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Director of Buildings and Grounds.

28. NON-DISCRIMINATION: No CONTRACTOR who is the recipient of the DISTRICT's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit any unfair employment practice and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C.12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations promulgated there under. Bidder further agrees that this article

will be incorporated by the bidder into all contracts entered into with suppliers of materials or services, CONTRACTORS and Subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Bidder acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification pursues false.

29. TERMINATION WITH CAUSE:

1. Termination by the CONTRACTOR: If DISTRICT fails to recommend payment for a period of 45 days through no fault of the CONTRACTOR, or if the DISTRICT fails to make payment thereon for a period of 45 days, the CONTRACTOR may, upon seven additional days' written notice to DISTRICT, terminate the Contract and recover from DISTRICT payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead applicable to the Project.
2. Termination by DISTRICT:
 - i. DISTRICT may terminate the Contract, upon seven (7) days written notice, if the CONTRACTOR:
 1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractor;
 3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or
 4. otherwise is guilty of substantial breach of a provision of the Contract Documents.
 - ii. When DISTRICT terminates the Contract for one of the reasons stated in 29(2)i the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

30. REMEDIES: In the event of a termination of this contract by the DISTRICT, because of a breach by CONTRACTOR, the DISTRICT may, without prejudice to any other remedy, complete the work either by itself or by contract with other persons, or any combination thereof. CONTRACTOR shall be liable to the DISTRICT for any costs or losses incurred by the DISTRICT arising out of or related to the breach, including costs incurred in selecting other CONTRACTORS, time delay losses, attorney fees, and the like, less the remaining unpaid balance of the consideration until DISTRICT's costs and losses have been determined, at which time the DISTRICT may offset any such amount due CONTRACTOR against costs and losses incurred by DISTRICT.

31. TERMINATION OR SUSPENSION OF CONTRACT FOR CONVENIENCE: This contract may be terminated, or temporarily suspended, by the DISTRICT in the event that the project is permanently abandoned, or deferred, as determined in the sole discretion of the DISTRICT. The DISTRICT may terminate, or suspend, any contract in whole or in part whenever the DISTRICT determines, in its sole discretion, that such action is in the DISTRICT's best interest. Whenever any contract is terminated, or suspended in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at contract prices for completed items of work. An equitable adjustment in any contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination or suspension of any contract by the DISTRICT at any time during the term for convenience, shall not constitute a breach of any contract by the DISTRICT.

32. ASSIGNMENT: CONTRACTOR shall not assign this contract, in whole or in part, or any right or obligation hereunder, without the DISTRICT's prior written approval.

33. NO AUTHORITY TO BIND CLIENT: CONTRACTOR has no authority to bind or obligate the DISTRICT or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.

34. NON-WAIVER: The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

35. NOTICES: Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.

36. CHOICE OF LAW: Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Illinois

37. FORUM: Any suit under this agreement shall be filed in Grundy County, Illinois or other such forum convenient to the DISTRICT in the DISTRICT's sole discretion.

38. ATTORNEY'S FEES: In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.

39. ENTIRE AGREEMENT: This is the entire agreement of the parties, and supersedes any prior agreement.

40. SEVERABILITY: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

41. AMENDMENTS: This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

42. DEBARMENT CERTIFICATION: The CONTRACTOR certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the DISTRICT, the CONTRACTOR shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the CONTRACTOR for this Contract shall be incorporated into this Contract by reference.

**Elmwood Park Community Unit School DISTRICT 401
8201 W. Fullerton Ave.
Elmwood Park, IL 60707**

Assurances and Certifications PART 1

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the CONTRACTOR certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other CONTRACTOR or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other CONTRACTOR, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. CONTRACTOR has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.

5. CONTRACTOR is not subsidiary of a company that has been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

**Elmwood Park Community Unit School DISTRICT 401
8201 W. Fullerton Ave.
Elmwood Park, IL 60707**

Assurances and Certifications PART 2

SUPPLIER'S/CONTRACTOR'S CERTIFICATION

As part of its bid, the supplier/CONTRACTOR does hereby certify that said supplier/CONTRACTOR is not barred from bidding on the contract as a result of violation of 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4. .

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

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8201 W. Fullerton Ave.
Elmwood Park, IL 60707**

Assurances and Certifications PART 3

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT (Suppliers/CONTRACTORS with 25 or More Employees)

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Allocation, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace;
 2. Specifying the actions that will be taken against employees for violations of such prohibition; and
 3. Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
 1. abide by the terms of the statement; and

2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the grantee's or contractor's policy of maintaining a drug free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon an employee for drug violations.
 - c. Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
 - d. Notifying the contracting or granting agency within ten (10) days after receiving notice from subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
 - e. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
 - f. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 _____

NOTARY PUBLIC

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**Elmwood Park Community Unit School DISTRICT 401
8201 W. Fullerton Ave.
Elmwood Park, IL 60707**

Assurances and Certifications PART 4

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Sexual Harassment Policies

As part of its bid, the supplier/CONTRACTOR does hereby certify pursuant to 775 ILCS 5/2-105 that [he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

Equal Employment Opportunity

As part of its bid, the supplier/CONTRACTOR/CONTRACTOR does hereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] complies with the procedures and requirement of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action, shall provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

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**Elmwood Park Community Unit School DISTRICT 401
8201 W. Fullerton Ave.
Elmwood Park, IL 60707**

Assurances and Certifications PART 5

By submission of this bid or proposal, the CONTRACTOR certifies that:

CONTRACTOR agrees to be bound by the terms of the RFP and such terms shall be incorporated into the contract between the parties.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

Elmwood Park Community Unit School DISTRICT 401
8201 W. Fullerton Ave.
Elmwood Park, IL 60707

SPECIFICATIONS

CONTACT: Joseph Sierra

PHONE: 708-583-5859

CORE ROOM 166 RENOVATION

CONTRACTOR MUST PERFORM A MANDATORY WALK THROUGH WITH JOSEPH SIERRA, DIRECTOR OF BUILDINGS AND GROUNDS, PRIOR TO SUBMITTING A PROPOSAL. WALK THROUGH WILL BE HELD ON TUESDAY, JANUARY 8, 2019 AT 10 AM ELMWOOD PARK HIGH SCHOOL CORE ROOM 166

RELATED DOCUMENTS

A. Drawings, Details of Construction and general provisions of Contract, including General and Supplementary Conditions apply to work specified in this section.

SUMMARY:

1. Flooring:
 1. Luxury vinyl plank flooring \$6.00 per sq. ft. material allowance.
 2. Figure floor prep as necessary for plank flooring
 3. New vinyl wall base
2. Walls:
 1. Demo existing wall
 2. Full height wall, 5/8" studs, 2-layers X drywall, sound batts
 3. Cut a wall to make entrance to bathroom
 4. Add 3-louvers in new wall for air flow
3. Doors:
 1. Add 3- new doors Metal frames, wood doors, commercial hardware

4. Paint Sherwinn-Williams:
 1. One coat of primer. 2-coats finish paint

5. Plumbing:
 1. Plumbing for new sink that will be added

6. Casework:
 1. Upper and lower cabinets

7. Electrical: To be reviewed at walk through

PREPARATION

1. Close off all ventilation return ducts and grilles to prevent airborne contaminants from being drawn through. Schedule this work with Owners Representative.

CLEAN-UP AND FINAL CLEANING

1. Remove all unused materials, equipment and rubbish from the property. All materials requiring disposal shall be disposed of by the CONTRACTOR in accordance with Federal and State laws and regulations

**Elmwood Park Community Unit School DISTRICT 401
8201 W. Fullerton Ave.
Elmwood Park, IL 60707**

Assurances and Certifications PART 1

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.

2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.

3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. Bidder has not been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.
5. Bidder is not subsidiary of a company that has been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

**Elmwood Park Community Unit School DISTRICT 401
8201 W. Fullerton Ave.
Elmwood Park, IL 60707**

Assurances and Certifications PART 2

SUPPLIER'S/CONTRACTOR'S CERTIFICATION

As part of its bid, the supplier/CONTRACTOR does hereby certify that said supplier/CONTRACTOR is not barred from bidding on the contract as a result of violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statues.

By: _____
Authorized Agent

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT
(Suppliers/CONTRACTORs with 25 or More Employees)**

As part of its bid, the supplier/CONTRACTOR does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (Ill.Rev.Stat. ch 127. para. 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance or work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

By: _____
Authorized Agent

Does Not Apply (Less than 25 Employees)

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 _____

NOTARY PUBLIC

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Elmwood Park, IL 60707

Assurances and Certifications

PART 3

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Sexual Harassment Policies

As part of its bid, the supplier/CONTRACTOR does hereby certify pursuant to 775 ILCS 5/2-105 that [he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

Equal Employment Opportunity

As part of its bid, the supplier/CONTRACTOR does hereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] complies with the procedures and requirement of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action, shall provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

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