

Community Consolidated School District 15

3805 Winston Drive

Hoffman Estates, Illinois 60192

REQUEST FOR BID

THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS

BID #20-005

August 5, 2019



Bid # 20-005
NOTICE TO BIDDERS
THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS
August 5, 2019

The Board of Education of Community Consolidated School District 15, 580 North 1st Bank Drive, Palatine, Illinois 60067, will receive Bids for THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS all in accordance with the contract documents including specifications as filed with the Budget & Purchasing Coordinator in the Business Office.

Contract documents are on file and may be examined any time after August 5, 2019.

Board of Education Office
Joseph M. Kiszka Educational Service Center
580 North 1st Bank Drive
Palatine, Illinois 60067
Attention: TARI FARINA

Bid Due Date: August 19, 2019 at 11:00 a.m., local time.
No bids may be withdrawn for a period of 60 days after the bid opening date.

Scope:

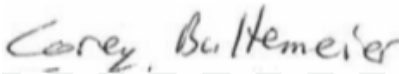
Base Bid: Work to include but not be limited to storm sewer removal, underdrains, grading, site restoration and all appurtenant construction necessary to complete the project.

Additive Alternate #1: Additive work to include but not be limited to underdrains, grading, site restoration and all appurtenant construction necessary to complete the project.

Plans and Specifications can be picked up for a non-refundable fee of \$30.00 at the office of IMEG Corp. at: 4850 Grand Ave, Gurnee, IL 60031. (847) 336-7100.

The Board of Education reserves the right to waive any irregularities, reject any or all proposals, when in its opinion such action will serve the best interests of the Board of Education of Community Consolidated School District 15.

By authorization of the Board of Education:



Director of Fiscal Services

INSTRUCTIONS TO BIDDERS

Proposals:

Proposals to be entitled for consideration must be made in accordance with the following instructions.

All proposals must be submitted on forms of proposal marked Exhibit "D", THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS, furnished by the Board of Education of Community Consolidated School District 15 ("Board"). Proposals submitted on other forms shall be rejected.

Proposals must be signed in longhand by person(s) legally authorized to perform such function. Evidence may be required to substantiate the signature.

Oral, telephonic, telegraphic, electronic or facsimile transmitted bids **will not be accepted**.

Bid documents shall be submitted in sealed envelopes clearly marked Bid # 20-005 THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS, ATTENTION: Tari Farina. Bid documents received in envelopes not clearly labeled as specified will be rejected if opened before specified bid opening time.

PROPOSAL FOR: THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS

ADDRESSED TO: Board of Education
Community Consolidated School District 15
580 North 1st Bank Drive
Palatine, Illinois 60067
Attn: Tari Farina
Due: August 19, 2019, at 11:00 a.m., local time

Scope:

Base Bid: Work to include but not be limited to storm sewer removal, underdrains, grading, site restoration and all appurtenant construction necessary to complete the project.

Additive Alternate #1: Additive work to include but not be limited to underdrains, grading, site restoration and all appurtenant construction necessary to complete the project.

Bid Bond:

A Bid Bond or certified check made payable to Community Consolidated School District 15, Cook County, Illinois in the amount of ten percent (10%) of the proposal shall accompany each bid as a guarantee that the bidder, if awarded the contract by the Board, will enter into a contract with the Board for the products and services specified in the bid. No mistakes or errors on the part of the bidder shall excuse the bidder or entitle it to a return of the check or Bid Bond. No bidder may withdraw its bid for a period of sixty (60) days after the date of opening. The Board reserves the right to make a claim for all or part of the Bid Bond should the lowest responsible, responsive bidder refuse to enter into a contract with the Board. The Bid Bond shall be on A.I.A. Form 310, current edition, or such other form as provided by the Board. The bidder shall bear the cost of the Bid Bond.

Performance/Labor AND Material Payment Bonds:

Per the Illinois Public Construction Bond Act (30 ILCS 550/1 et. Seq), within ten (5) days of the date of the Notice of Award, the successful Contractor shall enter into a formal Contract with the Board of Education and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the Contract. The Bonds shall be in accordance with A.I.A Document A311. The Contractor shall pay the cost of premiums for the said bonds. The Bonds shall be signed and sealed by an authorized representative of the Bonding Company and authorized officer or representative of Contractor, and a certificate of the authority of those signing the Bonds, if not officers, shall be attached thereto.

The Performance Bond and Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by it pursuant to Contract with the Board

of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the Contractor fully to perform each or all or all said duties.

The Performance Bond and the Labor and Material Bond herein provided shall be placed with a Surety Company or companies having a policyholder' rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois.

Examination of Specifications:

Each bidder shall acquaint itself with the conditions as they exist so that it may be completely familiar with the conditions pertinent to the fulfillment of the work required under this Contract.

Time for Receiving Bids:

Bids must be delivered in the office of the Board no later than August 19, 2019 at 11:00 AM, at Educational Service Center, 580 North 1st Bank Drive, Palatine, IL 60067 when they will be publicly opened and the contents announced.

Award of Contract:

Contracts will be awarded to the lowest responsible, responsive bidder, as determined by the Board in its sole judgment, considering conformity with specifications, terms of delivery, quality and serviceability, and such other factors as the Board deems necessary and appropriate in the best interest of the School District. We are providing one copy of Exhibits "A" (plans), "B", "C", "D" AND "E" of THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS. Please return one copy each of Exhibits "B", "C", "D" AND "E" as your bid in a sealed envelope labeled Bid # 20-005 THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS and retain a copy for your records.

Construction Layout

Construction layout will be provided by the Owner.

SPECIFICATIONS FOR THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS
Bid # 20-005
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15
PALATINE, ILLINOIS

BOARD: Board of Education, Community Consolidated School District 15
Palatine, Illinois 60067, 847-963-3000

OFFICE: Joseph M. Kiszka Educational Service Center
580 North 1st Bank Drive
Palatine, Illinois 60067

ISSUED: August 5th, 2019

GENERAL CONDITIONS

1. **BIDS MUST BE RECEIVED IN OUR OFFICE NO LATER THAN AUGUST 19, 2019, AT 11:00 A.M. LOCAL TIME.** Bids received by the Board shall be opened on, AUGUST 19, 2019, at 11:00 a.m. when they will be publicly opened and the contents announced.
2. The Bid Documents consist of (a) the Notice to Bidders, (b) the Instructions to Bidders, (c) these General Conditions of the Contract, and other documents listed in the Contract and Modifications issued after the execution of the Contract. A modification is a written amendment to the Contract signed by both parties.
3. Where conflicts exist within or between parts of the Contract Documents and applicable standards, codes and ordinances, or simply within the Contract Documents, the more stringent, or higher quality or greater quantity requirements shall apply.
4. The Board cannot assume responsibility for **delayed postal deliveries** and **does not** recognize postmarks as representing the fact that a bid has been "received" by the Board before the specified deadline.
5. All bidders shall familiarize themselves with the details of the conditions relevant to the work or services to be provided.
6. **The Board reserves the right to split the bid on the basis of best quotation.** The Contract will be awarded to the lowest responsible bidder, as determined by the Board in its sole judgment, considering conformity with specifications, terms of delivery, quality and serviceability, and such other factors as the Board deems necessary and appropriate in the best interest of the Board. The Board reserves the right to reject any and all bids or any part thereof, and to waive immaterial technicalities in the bidding. Board decisions are final in all instances and are not subject to review.
7. No minimum order requirements may be made by a bidder.
8. Certification must be made that the contract/vendor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33 E of the *Criminal Code of 1961*. Certification is to be made by signature of person(s) legally authorized to perform such function in the appropriate place in Exhibit "B" THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS of the bid documents.
9. Unless otherwise specified in the invitation to bid, YOUR BID PRICE MUST BE A DELIVERED PRICE, F.O.B. ROLLING MEADOWS, PALATINE, THE BOARD'S DESTINATION, WITH ALL TRANSPORTATION AND HANDLING CHARGES PAID BY THE BIDDER TO ONE LOCATION.

Delivery must be made as specified on the dates indicated in the specifications of Exhibits "A" of THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS bid when applicable.

10. The Board reserves the right to terminate the Contract for just cause upon ten (10) days' written notice to Contractor without any penalties. For purposes of this Contract, just cause may include, but is not necessarily limited to, any of the following:
- The Contractor's entry into liquidation, receivership or dissolution, its filing for bankruptcy or insolvency, or the assignment of its assets for the benefit of its creditors;
 - The Contractor's failure to pay suppliers or workmen, or failure to provide sufficient workmen or sufficient supplies for the job;
 - The Contractor's disregard of applicable laws, ordinances or the instructions of the Board;
 - The Contractor's failure to follow the bid specifications or its violation of the Contract Documents;
 - The Contractor's failure, for any reason, to maintain the level of service required by the bid specifications; or
 - Any other failure on the part of the Contractor to perform or adhere to any of its obligations under this Contract.
11. Whenever, in the specification the term "or equal" is used, it shall be interpreted to indicate the type, function, minimum standard, design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality and design. The bidder shall furnish the Board with all evidence required to determine whether or not the proposed product is equal to and will perform according to the Board's specifications. The Board's decision on this matter will be final.
12. The price for the units specified in the invitation to bid should be clearly shown for each separate item in the space provided on the bid form. The total price for the quantity requested should also be shown. If the group totals are requested in the bid invitation, bidders should show group totals on the space provided.
13. **Equal Employment Opportunity.** Contractor agrees to fully comply with the requirements of the Illinois *Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act*, 42 U.S.C Section 1201 *et seq.*, and rules and regulations promulgated thereunder.
- As required by Illinois law, in the event of Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois *Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), 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 the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Contractor shall agree as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service or arrest record status; 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 thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas 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, 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 Contractor's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules, Contractor will promptly so notify the Department and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- e. That it will submit reports as required by the Department's Rules, 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 the Department's Rules.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the Contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department's Rules.
- g. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractors. In the same manner as with other provisions of the Agreement, 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, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
14. To extent applicable, the Contractor agrees to comply with the provisions of the *Occupational Safety and Health Act of 1970* (29 U.S.C.A. § 651 *et seq.*) and the standards and regulations issued there under and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations.
15. Contractor agrees to comply with provisions of the *Consumer Products Safety Act of 1972* (15 U.S.C.A § 205 *et seq.*) and shall certify that items furnished under this bid conform to applicable standards.
16. To the extent applicable, the Illinois *Employment of Illinois Workers on Public Works Act* (30 ILCS 470/0.01 *et seq.*) shall prevail on this Contract.

17. Contractor acknowledges that, pursuant to the Illinois *Criminal Code* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of eighteen are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Accordingly, Contractor shall ensure that none of its employees, agents or independent contractors are child sex offenders. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law.
18. Bids will be considered only if made without any connection with any other person or firm submitting a bid, if in all respects fair and without collusion and if neither member of the Board nor other officer of the School District is directly or indirectly interested in the bid or in any portion of the profits thereof.
19. A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by Board before the latest time specified for submission of bids. Any change may be made only by substitution of another bid.
20. Bids received after the time specified in the invitation to bid will not be considered and shall be returned to the bidder. The method of transmittal of the bid proposal is at bidder's risk of untimely receipt by the Board.
21. Title to the goods herein described shall not pass until said goods have actually been received by Board or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by Board or its consignee shall be borne by Contractor. Nothing herein contained, however, shall be construed to deprive Board of its interest, or limiting such interest, in goods herein described prior to such actual receipt.
22. All material and workmanship shall be subject to inspection and test by Board or its designee. The Board reserves the right to reject any goods which contain defects in material or workmanship, which fail to meet the specifications contained herein or any warranties (express or implied). Rejected goods shall be removed at the expense of the Contractor, including all transportation costs, promptly after notification of rejection. As to rejected goods, Contractor shall bear all costs of inspection and all risk of loss.
23. Payment by the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.
24. Purchase order number and vendor name must appear on each invoice submitted to the Board for payment.
25. Signature Constitutes Acceptance - The signing of these bid forms shall be construed as acceptance of all provisions contained herein and that the Contractor had read the Contract Documents and is fully aware of the terms hereof.
26. Exceptions – Any exceptions to these terms and conditions of deviations from the written specifications must be shown in writing and attached to the bid form.

27. The Board reserves its rights to reject any goods and to cancel all or any part of this sale if Contractor fails to deliver all or any part of the goods described in the invitation to bid in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the invitation to bid shall not obligate Board to accept future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If Contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by Contractor, Board may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to bid then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.
28. Contractor makes the following warranties to Board and users of the goods herein described: (a) It will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) Any and all goods supplied hereunder will be of merchantable quality; (c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent in material or workmanship, and will be in full conformity with the specifications contained herein. Contractor agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties for additional scope given to Board by Contractor.
29. Contractor agrees to indemnify, defend, and hold harmless the Board, its successors, assigns, customer, agents, and users of the goods herein described against any and all loss, damage, or injury arising out of or resulting from a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. Contractor agrees that it will assume the defense of any and all such suits and pay all costs, judgments, and expenses incidental thereto.
30. Bidder must make delivery upon receipt of order unless otherwise specified in the invitation to bid. Bidder must indicate time required for delivery on bid.
31. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes for the Federal, State, County and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.
32. Any interpretation of the proposed Contract Documents will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed to each person receiving a set of such Contract Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. Oral explanations will not be binding.
33. The award of the Contract will be made by official Board documents. Bidder's order form is not acceptable and cannot be used.
34. The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3-5.4) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/2-5.11). As such, Contractor shall not include such taxes in its bid.
35. The Board is exempt from paying Federal Excise Taxes (26 U.S.C.A. § 4221). As such, Contractor shall not include such taxes in its bid.

36. In computing transportation costs, bidders should not include any federal transportation tax, because Board is exempt.
37. The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor. Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois *School Code* (105 ILCS 5/10-20.21) and the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*). The payment of this tax will take place regardless of whether the Contractor is a retailer maintaining a place of business within this State. The cost of such tax shall be borne solely by the Contractor as part of the Contract price. Contractor shall not be reimbursed or paid any taxes unnecessarily paid by Contractor when not required due to the Board's tax-exempt status.
38. Where the term Sub-contractor is used throughout the bid it refers to those specialized people who are not on the Contractor's payroll. Such Sub-contractors are to be brought to the attention of the Board, which reserves the right to approve or disapprove any such related Sub-contractors.
39. **ERRORS AND OMISSIONS** - All proposals shall be submitted with each space properly completed. Special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered and bidders will be held strictly to the proposals as submitted. Should a bidder find any discrepancies in, or omissions from any of the documents, or be in doubt as to their meanings, it shall advise the Director for Business Services who will issue the necessary clarifications to all prospective bidders by means of addenda. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of its proposal. Oral explanations will not be binding.
40. All vendor staff/personnel must undergo a criminal background investigation within 60 days prior to the start of the contract at the vendor's expense upon request. Section 10-21.9 of *The School Code* (105LCS 5/10-21.9) provides that:
- After January 1, 1990, the provisions of this section (criminal background investigations) shall apply to all employees of persons or firms holding contracts with any school district including, but not limited to, food service workers, school bus drivers and other transportation employees, who have direct, daily contact with the pupils of any school in such district.
- Additionally, the contractor must also agree not to send to any school building or on any school property any employee who is a known child sex offender.
41. To the extent applicable, it shall be mandatory upon the Contractor to whom the Contract is awarded and upon any Sub-contractor(s) thereof to pay to all laborers, workmen, and mechanics employed by them not less than the prevailing rate of wages in the locality for each craft of type of workmen or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Department of Labor and pursuant to Illinois law and statutes in such case made and provided.
- The Contractor and Sub-contractor(s) shall comply with the Illinois *Prevailing Wage Act* and shall include in bids the cost for the current prevailing wage. A copy of the current Illinois Department of Labor Prevailing Wages for Cook County is included at the end of this Section. Prevailing wage rates are revised by the Department of Labor and available on its website (**Amendment to Prevailing Wage Act 97-0964**). As changes are made in these prevailing wages, the Contractor and Sub-contractor(s) performing work on the project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made. No additional costs are to be incurred by the Board as a result of changes in prevailing wage. All record keeping requirements are the obligation of the Contractor and Sub-contractor(s).

To the extent that there are any violations of the *Prevailing Wage Act* and any demands are made upon the Board by the Illinois Department of Labor or by any employee of the Contractor or a Sub-contractor performing work on the project, the Contractor or the particular Sub-contractor and Contractor shall be responsible for indemnifying and holding the Board free and harmless from all costs incurred, directly or indirectly, by the Board in responding to and complying with demands made by the Department of Labor, or an aggrieved employee and such amounts may be withheld from the payments to be made on the project. It is the intention that the Board shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to the *Prevailing Wage Act*.

Palatine Community Consolidated School District 15 is bound by the requirements of **Prevailing Wage Act, 820 ILCS 130/.01 et seq**, which amended the Illinois Prevailing Wage Act effective January 2010 to impose additional obligations on public school districts engaged in "public works" construction projects. The new Act requires each contractor and sub-contractor to submit to Palatine Community Consolidated School District 15 a monthly certified payroll containing the names of all laborers, mechanics and other workers employed on each project. The certified payroll must also include the address, telephone number, social security number, classification(s), hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day for each identified worker. The contractor or sub-contractor must also certify that each worker has been paid not less than a general prevailing hourly rate of pay which is required by law. Palatine Community Consolidated School District 15 will retain these records for no less than three (3) years. This requirement is to be met for any projects following the date of this notification. The certified payroll must be received at Joseph M. Kiszka Educational Service Center, Community Consolidated School District 15, 580 North 1st Bank Drive, Palatine, IL 60067, Attention: IVY FLEMING for retention. Any future payments will be withheld until CCSD 15 receives your certified payroll.

The Board will attempt to make payments for items ordered within thirty (30) days of delivery. Invoices must be submitted in a timely manner, and if received by the 25th day of the month, will be processed and paid at the next regularly scheduled Board of Education meeting (normally held on the second Wednesday of each month.) Notwithstanding anything herein to the contrary, however, all payments made to the Contractor shall be governed by the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 et seq.).

42. **INSURANCE:** Each Prime Contractor shall furnish and pay for insurance in accordance with the conditions stipulated below. Contractors shall file with the Board a Certificate of Insurance certifying to insurance coverage specified herein. All Certificates shall contain a clause stating the policy will not be canceled without thirty (30) days prior written notice having first been sent to the Board. Each Contractor shall carry insurance to cover responsibility and liability of all kinds, and shall require Sub-contractors to carry similar insurance.

The attached Certificate of Insurance requirements shall be maintained by the Contractor receiving award in addition to all Sub-contractors as stated during the execution of the Contract and until such time as contract work is complete. Said Certificate of Insurance is to name the Board of Education of Community Consolidated School District 15 and its employees and agents as "Additional Insured" IN ADDITION TO Certificate Holder. Designated Certificate is to be submitted with your bid to the Board.

The Contractor shall include during the life of this Contract, insurance under a contractor's floater, or as an alternative, specific fire insurance with the standard extended coverage, a vandalism and malicious mischief endorsement on all Contractors' machinery, tools, equipment, forms scaffolding, trailers/vans, sheds, and similar property, rented or owned, used in the move.

The policy shall provide that in a case of loss from any cause whatsoever, there shall be no liability on the part of the Board for property of this nature belonging to or rented by any Contractor or Sub-contractor, or by any employee of a Contractor. The contractor's floater referred to herein may be an all-risk or named peril policy; but, if a named peril policy, it shall be written to include loss caused by the following perils; fire, lightning, flood, and the perils insured against under the extended coverage and vandalism and malicious mischief endorsements.

The Contractor must provide evidence of Workers' Compensation insurance as required by statute, auto liability coverage and a umbrella liability coverage of a minimum of \$5,000,000.00 per occurrence and in the aggregate.

The following limits should be in place:

- a. Bodily injury and property damage combined per occurrence - \$1,000,000.
- b. Bodily injury and property damage combined aggregated \$3,000,000.
- c. Excess liability - Each occurrence in the amount of the limit of their policy.
- d. Excess liability - Aggregate in the amount of the limit of their policy.
- e. Evidence of workers' comp in the amount required by statute.
- f. General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate.
- g. The special endorsement to read: Community Consolidated School District 15 is named as additional insured as their interest may appear and notice of cancellation/material change, if applicable, should be attached to certificate of insurance or otherwise evidenced as in effect under the policies listed.

EXHIBIT "B"
Bid # 20-005
THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS
AUGUST 5, 2019
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

COMPANY NAME

SIGNATURE OF BIDDER

PRINT NAME

TITLE

EMAIL ADDRESS

ADDRESS OF COMPANY

CITY

STATE

ZIP CODE

(AREA CODE)

PHONE NUMBER

DATE OF BID RESPONSE

1. The Board of Education, Community Consolidated School District 15, Palatine, Illinois, reserves the right to reject any or all bids and to waive any informality in bidding.
2. Having carefully examined all bid documents, as well as the proposed program, the undersigned hereby proposes to furnish all equipment and services (see attached letter outlining in detail the exact services proposed) set forth by the specifications, notice to bidders, general conditions and form of proposal herein referred to and described.
3. By entering into this Agreement, Contractor/Vendor certifies and warrants to the Board of Education that it is not barred from entering into this Agreement for any reason whatsoever, including, but not limited to, a violation of Section 33E-3 (Bid Rigging) or Section 33E-4(Bid Rotating) of the Illinois Criminal Code of 1961.
4. The contractor/vendor certifies that contractor has a written sexual harassment policy in place in full compliance this 775 ILCS 5/2-105 (A) (4).
5. Vendor acknowledges receipt of addendum(s) if issued. _____

EXHIBIT "C"
REQUEST FOR Bid # 20-005
THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS
AUGUST 5, 2019
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

REFERENCES

COMPANY NAME _____

PROVIDE A LIST OF FIVE REFERENCES, PREFERRABLY SCHOOL DISTRICTS, FOR WORK OF SIMILAR SIZE AND SCOPE WITHIN THE LAST THREE YEARS.

School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

EXHIBIT "D"
Bid # 20-005
THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS
AUGUST 5, 2019
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

BID FORM

(NAME OF BIDDER)

(PHONE #)

(EMAIL ADDRESS)

BID FOR: **THOMAS JEFFERSON SCHOOL:
3805 Winston Drive
Hoffman Estates, IL 60192**

FOR: **Palatine CCSD #15
580 N. 1st Bank Drive
Palatine, IL 60067**

IMEG CORP PROJECT # 19000512.01

BID DUE DATE: **August 19, 2019 at 11:00 AM**

The Undersigned, having carefully examined the Contract Documents, Addenda thereto, and other data as presented by the IMEG Corp., 4850 Grand Ave, Gurnee, IL 60031, and having visited the sites and become familiar with all conditions affecting the work, hereby propose to furnish everything required for the completion of the above named Project, all in accordance with all applicable laws at the place of the work. Contractor shall be responsible for complying with all applicable licensing and patent regulations. The owner and consultant are not responsible for any Contractor's licensing or patent infringements.

THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS Project:

The contractor shall provide a Base Bid cost for the THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS as identified on the drawings.

The project shall commence on or about **September 13, 2019 and shall be completed by October 4, 2019.** The Contractor shall complete the Project on or before **October 4, 2019.**

All required work shall be performed from **7:00 a.m. to 5:00 p.m.**, Monday through Friday, with no work taking place on weekends or holidays, except as otherwise provided in the specifications.

THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS BASE BID LUMP SUM ITEM

The Undersigned agrees to perform all work indicated on the Drawings and described in the Specifications, Addenda, including the cost of insurance for the Base Contract, for the sum of:

_____ Dollars and _____ Cents
(IN WRITING)

Total in Figures \$ _____

Base Bid (Sheet C-3) \$ _____

Alternate Bid (Sheet C-4) \$ _____

EXHIBIT "E"
Bid # 20-005
THOMAS JEFFERSON SCHOOL DRAINAGE IMPROVEMENTS
August 5, 2019
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

CONTRACTOR QUESTIONNAIRE

COMPANY NAME	ADDRESS	CITY	STATE	ZIP CODE
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Pursuant to 105 ILCS 5/10-20.40 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to “minority owned businesses, female owned businesses, and businesses owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act, and locally owned businesses” for contracts over \$25,000. In order to comply with this requirement, we request contractors to complete the following questionnaire and return with their bid responses.

Is Your Company a Locally Owned Business YES _____ NO _____ as it relates to this School District?

For purposes of this questionnaire, “Locally Owned” means that the registered address or principal place of business of the company is located within the boundaries of the school district. For a corporation, LLC, LP, LLP, or LLLP, the registered address is the address for business on file with the Illinois Secretary of State. For all other business entities, the principal place of business is where the books and records of the business are kept and/or the management of the business works.

Guidance issued by the Illinois State Board of Education suggests that we inquire whether your company is certified as a minority, female, or disabled person owned business by a certifying agency (e.g., Chicago Transit Authority – Cook County – Illinois Department of Transportation – Metropolitan Transit Authority Metropolitan Water Reclamation District – U.S. Small Business Administration – State of Illinois) or that it would be eligible for certification if an application were made. The Guidance includes the definitions set forth below.

Definition of Ownership: “Minority owned business, female owned business, and business owned by a person with a disability” means a business concern which is at least 51% owned by one or more minority persons, females, or persons with a disability; or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons, females, or persons with a disability; and the management and daily business operations of which are controlled by one or more of the minority females, or persons with a disability who own it. (30 ILCS 575/2)

Is Your Company a Minority Owned Business? YES _____ NO _____

“Minority person” shall mean a person who is a citizen or lawful permanent resident of the United States and who is: (a) African American – a person having origins in any of the black racial groups in Africa; or (b) Hispanic - a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race; or (c) Asian American - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or (d) Native American or Alaskan Native – a person having origins in any of the original peoples of North America. (30 ILCS 575/2)

Is Your Company a Female Owned Business? YES _____ NO _____

“Female” shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender. (30 ILCS 575/2)

Is Your Company a Business Owned By Persons with Disabilities? YES _____ NO _____

“Person with a disability” means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, where “Disabled” means a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, specific learning disabilities, or end stage renal failure disease; and (b) substantially limits one or more of the person's major life activities. Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) if it is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in this definition. (30 ILCS 575/2).