

HUNTLEY COMMUNITY SCHOOL DISTRICT 158

3/25/2024

ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19

To All Bidders:

Sealed bids will be received until 3:00 p.m., prevailing time, on April 18, 2024, in the District 158 Administrative Center, 650 Dr. John Burkey Dr., (formerly known as Academic Drive) Algonquin, Illinois 60102, by the Board of Education of Huntley Community School District No. 158, McHenry and Kane Counties, Illinois, for

ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19

Proposals complying with the bid documents will be received for the projects until the specified closing time. Bids shall be submitted on or before the specified closing time in an opaque sealed envelope marked "ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19" on the outside and addressed to: Doug Renkosik, Director of Operations and Maintenance, Huntley Community School District No. 158, Administrative Office, 650 Dr. John Burkey Dr. (formerly known as Academic Dr., Algonquin, Illinois 60102. Bids shall be opened publicly and the contents announced at the specified closing time and the location immediately above. Bids received after the stated time will not be accepted and will be returned unopened.

A **MANDATORY** pre-bid meeting will be held on April 3, 2024, at 1:00 p.m. at District 158 Administrative Center, 650 Dr. John Burkey Dr., formerly known as Academic Drive, Algonquin, Illinois.

All bids submitted shall be valid for a period of at least (60) sixty days from the date of bid opening. The only alterations, that may be allowed, will be those approved by the Board of Education. No immediate decision shall be rendered concerning the bids submitted at the time of opening.

The Bidder shall be actively engaged in work of the nature of the project for which the bid is submitted as described in the bid specifications and shall have adequate equipment and personnel to do the work. Each Bidder shall submit with their proposal, a list of no less than five (5) projects, from five different clients, completed within the last three years, related to the type of work specified in the particular bid specification.

The Board of Education of Huntley Community School District No. 158 reserves the right to reject any or all bids or parts thereof, to waive any irregularities or informalities in the bidding procedures, and to award the contracts in a manner serving the best interest of the school district.

All bidders must comply with the applicable Illinois Law requiring the payment of prevailing wages by all contractors working on public projects, and bidders must comply with the Illinois Statutory requirements regarding labor and bidding, including Equal Opportunity Laws.

Bidding documents will be on file and may be obtained from the Huntley Community School District 158 website (www.huntley158.org) or by calling the office of the Director of Operations and Maintenance, 650 Dr. John Burkey Dr., (formerly known as Academic Drive) Algonquin, Illinois 60102, office # 847-659-6163

Sincerely,

Douglas G. Renkosik, Director of Operations and Maintenance

HUNTLEY COMMUNITY SCHOOL DISTRICT 158

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ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19

GENERAL CONDITIONS

See Huntley Community School District 158’s Instructions to Bidders and General Conditions document. A bid bond in the amount of 10% of the base bid will be required for this project. The successful bidder will be required to provide a performance bond and a labor and material payment bond within 10 days of the award of the bid.

CONTRACTORS NOTE: Where conflicting information is listed in the specifications and on the drawings, the drawings shall prevail as the most accurate information.

SITE VISITS

Bidders should examine each site to acquaint themselves with the requirements of the specifications. The site locations are shown below. The contractors are responsible for taking their own field measurements. The site locations are as follows:

SCOPE OF WORK

The bid shall provide labor, material, equipment, and miscellaneous expenses for the removal and off-site disposal of enough existing materials for the replacement of, or new installation of asphalt surface including installation of compacted gravel base, one base course layer of asphalt or replacement, and one surface course layer of asphalt at thickness called for on this specification. The gravel base shall be installed in lifts of a thickness no greater than eight inches between compaction passes by mechanical means. The top of the new asphalt shall match the existing grade and the top elevation of contiguous surfaces.

Where surface course asphalt only is to be replaced, the thickness of the new surface course is to match the existing.

Where base course and surface course asphalt only are to be replaced, the thickness of the new base course and new surface course is to match the existing.

Where new asphalt pavement is to be installed to replace existing turf, the pavement system cross-section to be installed to replace existing soil and turf shall include:

- Ten inch thick gravel base
- Two inch thick base course of asphalt
- One inch thick surface course of asphalt

Bid price shall include the cost of replacement of traffic paint on asphalt to match the layout as exists prior to removal unless otherwise called for on sketches later in this specification. The contractor and subcontractors are to furnish all labor, material, and equipment to complete the Asphalt Construction and Replacement and related work described in these specifications and as shown on the enclosed drawings. Bid price shall include.....

- Layout work
- Saw-cutting existing asphalt at the edge of removal areas
- Demolition, excavation, and off-site hauling of waste materials. All testing cost for off-site disposal is the responsibility of the bidder.
- Any fees associated with proper disposal
- Installation of new compacted gravel base to 95% standard proctor where called for
- Installation of new asphalt pavement
- Subgrade bearing capacity and compaction test of the gravel base and asphalt courses by the District’s designated testing service shall be coordinated by the contractor. All testing service fees shall be paid for by the District.
- Restripe existing asphalt to match existing
- Backfill all disturbed turf areas adjacent to the construction work shall be backfilled with clean topsoil and seeded by the contractor as a part of the project.

The scope of work shall include.....

At Conley Elementary School, 750 Dr. John Burkey Dr. (aka Academic Dr.), Algonquin, IL 60102

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ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19**BASE BID SHALL INCLUDE:**

- Removal of turf and soil and construction of new pavement surface in area called for on Detailed Plan later in this specification. The new pavement shall be installed such that it is pitched no less than 1 inch in 12 ft towards the west to shed water away from the existing asphalt. Any regrading of the existing landscaping at the perimeter to manage water runoff will be by owner.
- An allowance for removal and replacement of subgrade material and two-course asphalt pavement in one area of the existing asphalt playground surface of a size no greater than 120 square feet.

ALTERNATE BID #1 SHALL INCLUDE:

- Additional cost to expand the scope of work to include the replacement of both courses of the existing asphalt pavement playground surface as called for in the Detailed Plan in this specification in lieu of the allowance of the 120 square-foot patch called for in the base bid. The alternate bid shall include the replacement of the gravel base in only the 120-square-foot patch area which will be determined in the field during construction

MATERIALS

All materials must be in accordance with the provision of the Standard Specifications for Road and Bridge Construction of the Illinois Department of Transportation. In addition, all materials shall comply with the following specifications unless otherwise specified on the drawings. The requirements listed on the drawings supersede these specifications.

SUBFILL

CA-7 or CA-6 gravel shall be used as the subfill material. The subfill must be installed in lifts of no greater depth than 10" (ten inches) and compacted to a minimum density of 95% standard proctor. **Crushed concrete will not be allowed.**

PRIMER (between stone aggregate and bituminous asphalt pavement)

Oil primer shall be applied to the top of the CA-6 fill before the bituminous asphalt is applied. In addition, a tackifier shall be installed between the base course and surface course of asphalt if the surface course is NOT laid within 24 hours of the base course or if it rains between course applications

BITUMINOUS ASPHALT PAVEMENT

All materials and paving procedures must be in accordance with the requirements of:

BINDER COURSE, LEVELING BINDER, AND SURFACE COURSE

Description and Materials. Hot Mix Asphalt pavements shall be designed, produced, stored, controlled (sample inspection, sampling, and testing), and shipped in accordance with Section 406 and other applicable sections of the Standard Specifications for Road and Bridge Construction, applicable Special Provisions, and Chapter 44 of the Bureau of Local Roads and Streets Manual and the following:

1. All asphalt mix designs shall target 3.5% Air Voids and all production shall trend about 3.5% Air Voids.
2. N50, IL-19.0 mm Binder course shall have a minimum of 40% passing the #4 sieve.
3. N50, IL-9.5 mm Surface and Level courses shall have a minimum of 40% passing the #8 sieve.
4. Re-proportioning (within SSRBC adjustments allowed) of IDOT-verified mix designs may be allowed and the contractor must submit these values for a review by the Engineer at least one week prior to the first day of production.
5. One field TSR test by the Contractor will be required to validate changes.
6. The AJMF during production shall meet the remaining IDOT volumetric requirement

HOT-MIX ASPHALT MIXTURE REQUIREMENTS

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ITEM	AC TYPE	VOIDS
Hot Mix Asphalt Surface Course, Mix "D," N50	PG 58-22/58-28*	3.5% @ 50 GYR
Hot Mix Asphalt Binder Course, IL-19, N50	PG 58-22/58-28*	3.5% @ 50 GYR

Note: The unit weight used to calculate all HMA surface mixture quantities is 112 lbs./sq. yd/in

* When Asphalt Binder Replacement (ABR) exceeds 15%, the new asphalt binder in the mix shall be PG 58-28.

Reclaimed Asphalt Shingles will not be allowed in the asphalt.

PAVEMENT MARKING PAINT

The traffic marking coating ("paint") material to be used on School District 158 property shall comply with the requirements of Title 35 of the Illinois Administrative Code, Subtitle B, Subpart C, Section 223.310 which limits the Volatile Organic Material content to 105 grams per liter or 1.3 pounds per gallon. In addition, the traffic marking coatings utilized shall be compatible with the seal-coating and crack-fill materials to be utilized on the project. The traffic marking coating ("paint") including asphalt surface painting and curb painting shall be applied to no less than 0.15 mil thickness as a part of this bid price.

STORM SEWER PIPE-NOT Applicable

All pipe shall be new, reinforced concrete pipe that meets the requirements of ASTM C76, Class III.

PRECAST CONCRETE MANHOLE SECTIONS-Not Applicable

Precast concrete manhole risers, base sections, and tops shall meet the requirements of ASTM C478. Monolithic base and first riser.

GASKETS-Not Applicable

Gaskets and pipe ends for rubber gasket joints shall meet the requirements of ASTM C443

Elastomeric seals (gaskets) for joining plastic pipe shall meet the requirements of ASTM F477

Rubber gaskets for joints between manhole sections shall meet the requirements of ASTM C443

CASTINGS-Not applicable

Catch basin cover Cast iron shall meet the requirements of ASTM A48, Class 35B. Uniform quality, free of blow holes, shrinkages, distortion, and other defects Product numbers as manufactured by Neenah Foundry Company are shown on the Drawings. Standard castings differing in non-essential details may be acceptable if approved by the Owner.

DRAIN TILE- Not applicable.

Six (6) inch diameter, black corrugated drain tile shall meet the requirements of ASTM F 405 drain tile pipe with filter fabric sock.

PIPE BEDDING MATERIAL- Not applicable.

Pipe bedding shall consist of clean pit-run sand or fine gravel, free from deleterious matter and rocks over 1 inch in diameter.

SUBMITTALS

Contractor shall submit material specifications for review a minimum of one week prior to the commencement of work

WORKMANSHIP

Contractor shall furnish all miscellaneous material and labor for a complete job as a part of this job. All equipment and related accessories shall be installed in a neat, professional manner. The installations shall include all items necessary for safe operation that conform to the latest edition of all applicable codes.

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ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19**LAYOUT**

The bidder is responsible for the proper layout of the work to be done. If the contractor must hire a surveyor to ensure the proper layout, the contractor is responsible for such cost.

SITE AMENITIES WHICH ARE OBSTACLES

The contractor must include the cost of temporarily removing/relocating and replacing any fencing or other site amenities as required to gain access to the areas to be worked on. The district will expect such amenities to be replaced in the same condition as they were removed.

GRAVEL BASE SPECIFICATION

The gravel base shall be mechanically compacted to a minimum of 95% standard proctor with large road equipment, motorized, vibrating plate, or jumping jack. Where physically practical, a vibrating plate or large road equipment shall be used to compact the gravel base. Fill shall be placed and compacted in no greater than ten-inch lifts. Contractor is responsible for coordinating the services of an independent testing laboratory hired by the School District to verify the required compaction levels are met

The contractor's bid shall include a unit price to remove inferior sub-grade materials and replace them with a new compacted, CA-6 or CA-7 gravel material. The unit price includes removal, hauling, and disposal costs of old materials. The unit cost shall also include costs for new material, hauling, placement, compaction, and grading of the new aggregate base for the new pavement. The unit cost shall be listed on the new bid form.

NEW BITUMINOUS ASPHALT PAVEMENT

Hot Mix Asphalt pavements shall be constructed in accordance with Section 406 and other applicable sections of the Standard Specifications for Road and Bridge Construction, applicable Special Provisions, and Chapter 44 of the Bureau of Local Roads and Streets Manual.

STORM SEWER PIPE INSTALLATION – not applicable

Contractor shall shape the bottom of the trench to give substantially uniform circumferential support to the lower fourth of each pipe. Pipe installation shall proceed up-grade with the groove (bell) ends in the up-grade direction. Adjust the tongues in grooves to produce a uniform space. Lay each pipe true to line and grade to form a close concentric joint with the adjoining pipe. Blocking or wedging between tongues and grooves will not be permitted. As the work progresses, clear the interior of the sewer of dirt and extraneous materials. Keep trenches free from water until pipe jointing is completed. Do not lay pipe when conditions of the trench or the weather are unsuitable for such work. Keep open ends of pipe and fittings securely closed at all times when work is not in progress.

STORM SEWER PIPE JOINTS– not applicable

Make storm sewer pipe joints with rubber gaskets. Clean and dry surfaces to receive lubricants, cements, or adhesives. Affix gaskets to pipe not more than 24 hours prior to installation of the pipe. Protect gaskets from sun, wind, dust, or other deleterious agents at all times. Before installation of the pipe, inspect the gaskets and remove and replace loose or improperly attached gaskets. Align each pipe section with the previously installed pipe section and pull the joint together. If the gasket becomes loose while pulling the joint, and can be seen through the exterior joints, recess to within one inch of closure, remove the pipe, and remake the joint.

GRANULAR PIPE BEDDING– not applicable

Place bedding uniformly over the trench bottom to a depth of not less than three inches. Shape to provide uniform support to the lower fourth of the pipe for its entire length. Make depressions in the bedding to accommodate the joints. Carry pipe bedding to six inches above the top of the pipe.

CATCH BASIN CONSTRUCTION – not applicable

Construct a base slab of cast-in-place concrete or use pre-cast concrete base sections. Make inverts in cast-in-place concrete and pre-cast concrete bases with a smooth-surfaced semi-circular bottom conforming to the inside contour

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of the adjacent drainage sections. For changes in the direction of drains and entering branches into the manhole, make a circular curve in the manhole invert of as large a radius as manhole size will permit. For cast-in-place concrete construction, pour bottom slabs and walls integrally, or key and bond walks to the bottom slab. For pre-cast concrete construction provide a smooth finish to inside joints of pre-cast concrete manholes and catch basins. Provide a hole two inches greater in diameter than the pipe at pipe entrances to pre-cast concrete manholes. Pack the annular space with oakum and tightly seal it with concrete mortar. Lay sections of manholes in a full mortar bed. Keep masonry materials and mortar at a temperature above freezing until the mortar has set up sufficiently to prevent damage by freezing. Mortar shall be composed of one-part Portland cement and three parts of washed and screened sand with

sufficient water to make a workable mix. The top eight inches of manholes shall be made of concrete rings two inches thick. Lay concrete adjusting rings in a full bed of mortar one-quarter inch to three-quarter inch thick. Set manhole or catch basin rings flush with existing ground line or elevation shown on the drawings. Place the ring upon a full bed of mortar and shim up to corrected elevation with suitable wedges until mortar has set.

PAVEMENT MARKING

All existing lines and markings on the blacktop are to be painted on the new surfaces. All existing marks/designs on the pavement shall be replaced. All lines shall be clean and straight to line. All markings are to remain the same except as listed in this specification.

STRIPING APPLICATION

Use conventional equipment for the application of striping. Do not reduce paint with more than one pint of thinner per gallon. Do not paint on wet surfaces or when humidity is above 85%. Do not paint when the temperature is below 65 degrees.

CLEAN-UP AND PREPARATION OF SURFACES

Before resurfacing, all vegetation is to be removed and the entire surface must be thoroughly cleaned. Then the old Bituminous Asphalt is to be primed with liquid asphalt.

CONCRETE SAFETY, WEATHER AND VANDALISM PRECAUTIONS

Any areas that are left incomplete with open excavations overnight or on weekends must be protected by barricades. All freshly poured concrete must be protected from damage by rain or vandalism. It is the contractor's responsibility to see that the concrete is poured early in the day and watched closely to protect it from damage by rain or vandalism before it sets up.

MAINTENANCE OF EXISTING AMENITIES INCLUDING UTILITIES

Bidder shall be responsible for protecting any and all other amenities on the property during construction. If the contractor causes damage to any of the underground utilities or site amenities (which this new construction must traverse) due to the contractor's failure to use due caution (**i.e. call J.U.L.I.E., etc.**), the contractor shall be responsible for repair costs associated with such damage. The contractor shall be responsible for interference with or damage to any existing utilities within the area of this work, whether publicly or privately owned, and is financially responsible to the utility owners for the repairs or replacement of same and with the least possible delay. The contractor shall give notification to all utility owners of the contractor's intentions to do this work

CLEAN-UP

Contractor shall clean up in order to return the site to its original condition at the end of the project.

BARRICADES

Bidder shall include costs for furnishing adequate protection for the public (i.e. pedestrians and motorists) from the excavation during construction. It shall be the contractor's responsibility to erect barricades and mark off the area to warn motorists and pedestrians of the work that is in progress. After dark, unfinished work areas designed for vehicle traffic shall be marked with flashing warning lights by the contractor. It shall be the contractor's responsibility to install and maintain such warning lights for the duration of the project.

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GUARANTEE

All equipment and workmanship shall be guaranteed for a period of one year from the date of final acceptance unless otherwise stated elsewhere in this specification. Any failure of equipment or defects caused by poor workmanship occurring within twelve months after the owner accepts installation as complete shall be repaired or replaced by the contractor at the contractor's expense and at no cost to the owner.

SCHEDULE FOR WORK

Award of Bid by the Board of Education is expected on May 16, 2024. All work can start no earlier than July 1, 2024. All work shall reach substantial completion no later than August 14, 2018. In addition, all projects shall reach completion no later than August 9, 2024. If the contractor fails to start construction or schedule construction (with the District representative) by the morning of July 15, 2024, the owner reserves the right to find the contractor in default, discontinue the Agreement for services with the contractor in default, and hire another contractor to complete the work. If the contractor fails to complete the work by the completion date listed above, the District reserves the right to hire another contractor to complete the work, or complete the work with District personnel and back charge the contractor in default for the costs incurred.

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playground area where work is to take place. See detailed plan on next page

Conley Elementary School

Asphalt Pavement Construction and Replacement Bid # 2024-19
Conley Elementary School, 750 Dr. John Burkey Dr. (a.k.a. Academic Dr.), Algonquin, IL 60102

Overall Site Plan

HUNTLEY COMMUNITY SCHOOL DISTRICT 158

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ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19



Asphalt Pavement Construction & Replacement Bid#2024-19

Conley Elementary School
750 Dr, John Burkey Dr. (aka Academic Dr.), Algonquin, IL 60102

DGR

last edit 3.20.24

Detailed Site Plan

HUNTLEY COMMUNITY SCHOOL DISTRICT 158

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ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19

BID FORM

Bid Form Page 1 of 7

TO: **SCHOOL DISTRICT #158**
650 Academic Drive
Algonquin, IL 60102

D.H.R. # _____

FROM: _____
(Company Name)

FOR: **ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19**

BASE BID:

New Asphalt Pavement Construction as called out on sketched in specifications and 120 sf allowance of one area of pavement removal and replacement \$ _____

ALTERNATE BID #1:

Additional cost for removal and replacement of existing asphalt pavement as out on sketched in specifications \$ _____

UNIT PRICES

Removal of additional existing fill including excavation and hauling

10 to 100 Tons \$ _____ per ton

100 to 1,000 Tons \$ _____ per ton

Installation of additional new compacted, 8" thick, CA-6 or CA7 gravel base

10 to 100 Tons \$ _____ per ton

100 to 1,000 Tons \$ _____ per ton

Addendum(s) No(s) _____ thru _____ have been received and are duly noted.

I have carefully examined the instructions and specifications and have examined the site where the work is to take place. If awarded a contract within sixty (60) days, I agree to furnish all labor and materials required to complete the work described in these documents in accordance with the terms that have been outlined.

Company Name

By (Signature)

Street Address

Typed Name and Title

City, State,

Zip Code

() _____
Telephone Number

() _____
Fax Number

HUNTLEY COMMUNITY SCHOOL DISTRICT 158

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Bid Form Page 2 of 7

CERTIFICATE OF ELIGIBILITY TO BID

_____ (contractor), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date	Name of Contractor/Company
------	----------------------------

Street Address	City, State, Zip
----------------	------------------

Title of Officer	Name of Officer (Please Print)
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Signature of Officer

HUNTLEY COMMUNITY SCHOOL DISTRICT 158
3/25/2024
ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19
Bid Form Page 3 of 7

Certificate of Compliance
To the
Illinois Department of Human Rights Regulations

For this bid to receive consideration by the Board of Education of School District #158, Huntley, Illinois, the following certificate must be signed by an official of your company and returned with your bid. This is to certify that our company is in compliance with the provisions of the Illinois Department of Human Rights Regulations.

Signed: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

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Certificate of Compliance with the Illinois Prevailing Wage Law

TO: Board of Education of Huntley Community School District 158

Dear Board of Education,

This letter is to certify that _____
Name of Company

guarantees faithful performance by the bidder's company and any and all subcontractors with regards to the requirements of the Illinois Public Act 100-1177 and all amendments pertaining to including but not limited to:

1. Payment of prevailing wages (as established by the Department of Labor) to all laborers, workers and mechanics including subcontractors performing work as a part of this bid.
2. Creating, keeping and posting certified payroll reports to the Illinois Department of Labor website as called for in Public Act 100-1177 (SB0203).

Official Address:

_____ *City, State* _____ *County* _____ *Date*

_____ *Signature* _____ *Title*

Telephone Number (with area code)

Sworn and subscribed on the _____ day of _____, 20____, before me, notary public, appointed in

_____ County for the State of IL

Signature of Notary _____ *Name Typed or Printed*

(seal)

My commission expires: _____

_____ *Month* _____ *Day* _____ *Year* _____ *City of Residence* _____ *County*

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HUNTLEY COMMUNITY SCHOOL DISTRICT 158
HOLD HARMLESS AGREEMENT

By signing this Hold Harmless Agreement, the bidder certifies that to the fullest extent permitted by law, the bidder agrees to defend, pay in behalf of, and hold harmless Huntley Community School District 158 and its elected and appointed officials, employees and volunteers and others working in behalf of Huntley Community School District 158; against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against of from Huntley Community School District 158, its elected and appointed officials, employees, volunteers and others working in behalf of Huntley Community School District 158, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Company Name

By (Sign Name)

Address

Title

Sworn and subscribed on the _____ day of _____, 2010,

before me, notary public, appointed in _____ County for the State of IL

Signature of Notary

Name Typed or Printed

(seal)

My commission expires:

Month Day Year

City of Residence

County

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Certificate of Compliance
with the
Illinois Drug-Free Workplace Act 30 ILCS 580/

The Bidder hereby certifies to the District that it will provide a drug-free workplace by complying with the IL. Drug-Free Workplace Act, 30 ILCS 580/. All contractors must comply with the notification mandates and other requirements in the IL. Drug-Free Workplace Act. "Contractor" is defined in the IL. Drug-Free Workplace Act as a "corporation, partnership, or other entity with 25 or more employees at the time of letting the contract, or a department, division, or unit thereof, directly responsible for the specific performance under a contract of \$5,000 or more."

Signed: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

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ASPHALT PAVEMENT CONSTRUCTION AND REPLACEMENT BID # 2024-19

Bid Form Page 7 of 7

Name of Contractor (Bidder) _____

REFERENCE SHEET

Please submit the names of the last five projects done for four or five different School Districts, Colleges or Companies for whom you have done similar work in the last four years.

1. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

2. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

3. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

4. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

5. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

HUNTLEY COMMUNITY SCHOOL DISTRICT 158

last edit 11-1-21

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**1. GENERAL**

- A. Bidders shall prepare their submission in compliance with the instructions in this package. ALL BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORM PROVIDED IN THIS PACKAGE.
- B. Facsimile copies of bids are not accepted
- C. Bids must be submitted in a sealed envelope. They should be addressed to the Director of O &M, School District 158 Administration Center, 650 Dr. John Burkey Drive (; formerly known as Academic Drive)), Algonquin, IL 60102.
- D. The sealed envelope with the bid should be marked in the lower left-hand corner with the District bid number noted.
- E. A completed copy of the Intent to Provide Bid form must be completed, signed, and submitted no later than the due date listed on the form which is located later within this document.
- F. 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 the forms:
 - i. One complete paper copy of the Bid Proposal Form which includes
 - 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. Certification of Compliance with Ill. Drug-Free Workplace Act
 - 6. Hold Harmless Agreement
 - 7. Reference List
 - ii. Bid Bond if required in the specification;
- G. Bids will not be accepted after the scheduled date and time of the bid opening.
- H. On supply or equipment bids, prices quoted shall include delivery to the School District Building as indicated on the specifications.
- I. All bids must be typed or written in pen. Pencil is not acceptable. BIDS WRITTEN IN WITH PENCIL WILL BE REJECTED.
- J. The District reserves the right to reject any or all bids. Bid awards will not necessarily be made on the basis of price alone: suitability to purpose, design, quality, past service, date of delivery, responsibility, and other factors deemed to be in the best interest of the District may also be considered. The District shall be the sole judge of these factors. In all instances, the decision rendered by the School Board shall be final and not subject to contest by others.
- K. It is the responsibility of the bidder to check the District 158 website for any addendum to the bid specifications prior to submitting a bid to be assured that the bid is complete.
- L. References to "Architect" or "Engineer" in the bid specifications shall mean "School District 158" in all referenced locations.
- M. Qualified bidders shall have completed the same type of work of similar size and scope in no less than five locations in the last five years.
- N. Qualified bidders shall provide a disclosure statement with their bid packet disclosing all legal issues that the contractor has had with any business conducted in the last five years as a part of a complete bid packet. The disclosure statement shall list the date, type of issue (i.e. prevailing wage, workmanship, failure to perform, etc.), and name and address of the project.

2. EXCEPTIONS

Any exceptions to these conditions or deviations from the specifications must be submitted in writing and attached to the bid form.

3. FIRM BID PRICES

Prices, terms, and conditions must be firm for a period of sixty days from the date of the bid unless otherwise agreed to by DISTRICT 158 and the bidder.

4. EXEMPTION FROM TAXES

DISTRICT 158 is exempt from Federal, State, and Municipal taxes.

5. INVESTIGATION OF BIDDERS

Contractors or suppliers who are bidding work for School District 158 shall submit at least five references, names, 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 and preferably in the northwest suburban area. The five references must be for five different projects. The Board of Education reserves the right to reject any bid if it is

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determined that the bidder is not qualified to accomplish the work described in the specifications in an acceptable manner.

6. RESERVATION OF RIGHTS BY THE DISTRICT

The Board of Education reserves the right to reject any or all bids and award the bid in the best interest of the District.

7. DEPARTMENT OF HUMAN RIGHTS REGULATIONS

All bidders must abide by and attest to the fact that they are in compliance with the Illinois Human Rights Act as amended effective July 1, 1993 (formerly the Fair Employment Practice Commission). The D.H.R. (formerly F.E.P.C.) number must be on the bid form. Bidders who do not have a D.H.R. number can satisfy this requirement by signing the enclosed Certificate of Compliance and submitting it with the bid.

8. ELIGIBILITY TO CONTRACT

Vendor, pursuant to Section 5/10-20.21(b) of the School Code, with submission of its bid certifies that neither it, nor any of its partners, or officers, or owners:

- A. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E -1 et seq., as amended;
- B. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
- C. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
- D. Have made an admission of guilt of any of the above conduct which is a matter of record.

Vendor acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification is false.

9. CRIMINAL BACKGROUND INVESTIGATIONS

Vendor hereby represents, warrants, and certifies that no officer or director of the 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.

Vendor 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 contact 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.

Besides remaining in compliance with the criminal background check as described in the AIA A201 documentation, the contractor shall also follow the CSD158 criminal background check process as follows:

- A. Contractor sends CSD158 designee; presently send to email address drenkosik@district158.org, a list of names of tradesman to be background checked with the primary contact for the tradesman's office (for contact if there is a "hit" on the check) – 48 hours prior to the scheduled visit.
- B. If the designee considers the list reasonable, he forwards it to the D158 Chief Security Officer's office as "Heads Up" and asks for available times for the contractor to drop in at D158 Administration Center, 650 Dr. John Burkey Drive (; formerly known as Academic Drive), Algonquin, IL 60102 or commencement of the background check process.
- C. Tradesman named shall go to the D158 Administration Center and see the D158 designee to have their driver's license scanned for a search on the Raptor national database of sex offenders. if it comes back clean, then he will take their digital photo (for future printing on an ID badge) and a scan of their fingerprints which will be sent to the Illinois State Police for a criminal background search.
- D. Once the Illinois State Police returns the background check clearance,
 - a. If the background clearance is approved, the HR Office will print an ID badge and forward the O&M Office for distribution to the tradesman.

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- b. If the background check shows a “hit”, the D158 Chief Security Officer’s office will contact the tradesman’s supervisor directly for resolution on the matter. Until this matter is resolved, the work shall return the ID badge to the tradesman’s supervisor who shall return it to D158 directly and suspend that worker’s assignment on D158 premises.
- E. Once the D158 Chief Security Officer’s office receives a clean background check report, they will print an ID badge with the tradesman’s photo on it and notify the tradesman’s supervisor that the ID Badge is ready for pickup by the tradesman. The tradesman must personally stop at the District Office to sign for the ID Badge.
- F. Prior to the final payment for the project, D158 will reconcile reimbursement of D158 for all background check expenses (at \$40.00 each).

Vendor 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.

10. NONDISCRIMINATION

Vendor, certifies with submission of a bid, that it does not engage in discriminatory practices regarding employment or delivery of or access to services and programming 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.

Vendor acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification is found to be false.

11. PREVAILING WAGE LAW

Contractors are required to pay no less than the prevailing wage for all laborers, workers, and mechanics performing work under contract with Huntley Community School District 158. Also, it is required that the contractor shall provide assurance such as with a bond or letter containing a statement that will guarantee faithful performance in regard to the prevailing wage law. All contractors hired by Huntley Community School District 158 are required to ensure that all subcontractors hired by them or their subcontractors also pay prevailing wage rates in compliance with Illinois Public Act 100-1177 (SB0203). Enclosed is a form letter which if signed, notarized, and returned with your proposal will satisfy this requirement. Contractors who award portions of their work to subcontractors shall provide their subcontractors with such a written statement as well.

Payment of Prevailing Wage

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act as updated in Illinois Public Act 100-1177 (SB0203). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice, and record-keeping duties.

Record-Keeping Responsibilities

All contractors and subcontractors who work for Huntley Community School District 158 on public works construction projects must create, keep, and post certified payroll reports to the Illinois Department of Labor website as called for in Public Act 100-1177 (SB0203).

12. INSURANCE REQUIREMENTS

- A. School District 158 will only accept carriers on the contractor’s Certificate of Insurance that have an A.M. Best rating of no lower than A-7.
- B. The successful bidder shall expressly bind himself/herself to defend and save the District harmless from all suits or actions of every name and description including Scaffolding Act Liability. Successful bidder shall

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carry insurance, in company or companies acceptable to the District, for Worker's Compensation, Commercial General Liability, and Automobile liability.

- C. Each bidder shall submit as part of the bid, a certification of insurance in force to meet the above specifications. That certificate shall name HUNTLEY COMMUNITY SCHOOL DISTRICT 158 as an additional insured and shall state that all insurance listed above is primary. HUNTLEY COMMUNITY SCHOOL DISTRICT 158 shall be notified 30 days prior to any material change in the insurance.
- D. **Workman's Compensation** - Statutory
- e.l. - each occurrence \$1,000,000
 - e.l. - disease –each employee \$1,000,000
 - e.l. – disease – policy limit \$1,000,000
- E. **Comprehensive General Liability Insurance:** The successful bidder shall maintain at all times during the contract Comprehensive Liability Insurance (including Broad Form Property Damage) with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 aggregate.
- F. **Comprehensive Auto Liability Insurance:** The successful bidder shall maintain at all times during the contract Comprehensive Auto Liability with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 aggregate.
- G. **Excess Liability:** An umbrella policy is required with minimum limits of \$5,000,000 per occurrence (*see Notes at end of document for variations in this limit for different forms of contracted services*) and will apply to both bodily injury and property damage. The umbrella policy shall apply overall primary coverage and limits of liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions that do not appear in the underlying policies.
- H. **Owned/Rented Equipment Insurance:** The Contractor shall secure, pay for, and maintain whatever Fire or Extended Coverage Insurance deemed necessary to protect the Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor; Contractor shall require the same coverage as the Subcontractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate District 158, or their agents and employees for any losses of owned or rented requirement. It is expressly understood and agreed that District 158 shall have no responsibility therefore, the Contractor secures such insurance the insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right of recovery against District 158 or their agents."
- I. **Contractor's Obligation:** The procuring of the insurance required under this Contract shall be considered solely as securing Contractor's obligation or liabilities assumed under the Contract. Contractor shall remain fully liable and responsible for all such obligations, whether or not the insurance provided by the Contractor is approved by District 158.

There will be no "Waivers of Subrogation" permitted on the insurance policy or contract between DISTRICT 158 and the contractor. A copy of the Certificate of Insurance shall be furnished to the Director of Operations and Maintenance before the work begins.

13. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the Board of Education and its members individually, their officers, employees, servants, and agents from and against all claims, actions, suits, judgments, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

- A. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents, and servants) or damage to or destruction of any property, including the loss of use thereof:
- i. Caused in whole or in part by any act, error, or omission by the contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.

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- ii. Arising directly or indirectly out of the presence of any person in or about any part of the project size or the streets, sidewalks, and property adjacent thereto.
- iii. Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

14. 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.

15. SIGNATURE CONSTITUTES ACCEPTANCE

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

16. 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 the 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 the bidder's bank on their letterhead signed by an 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 are complete.

17. 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 these bonds 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 the form that is provided later in this specification.

18. 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 #158 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.

19. LIEN WAIVERS

Waivers of lien from the prime contractor, prime 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. All waivers must be accompanied by a sworn statement listing subcontractors and suppliers, the amounts of their contracts, and the amounts requested.

20. 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.

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Warranty shall be minimum 2 years material and labor on materials and workmanship except where called to be a longer period of time in other places in the specification or in the case of manufacturer's provide or are asked to provide warrant periods for a longer duration. In all cases, the warranty period starts on the day the contractor's final payment application for the project is approved.

22. 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.

23. PERSONNEL (Construction and Service Contracts Only)

If any person employed on the work site be intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed to cease work and vacate the job site immediately.

24. WORKMANSHIP

All work under this contract shall be performed in a skillful and workmanlike manner. District 158 may, in writing, require the Contractor to remove from the work any employee the District deems incompetent, careless, or otherwise objectionable.

25. CONSTRUCTION DEBRIS DISPOSAL

Contractors shall not use DISTRICT 158's refuse dumpsters for debris brought to the job site or created at the job site by the contractor's work onsite. This includes demolition debris.

26. 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.

27. CHANGE IN SCOPE

Contractors and subcontractors must receive prior written approval from DISTRICT 158's Operations and Maintenance Office before proceeding with any work that is a change in scope and/or additional cost (a change order) to DISTRICT 158.

28. BID SUMMARIES

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

29. SAFETY DATASHEETS

All contractors performing work in DISTRICT 158 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 hard copy of these SDS sheets on file at the job site at all times while construction is in progress as required for their safety program compliance. In addition, the contractor shall coordinate with the O & M office to obtain the company link to access the online database before any site work can start. 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 that contain hazardous ingredients must review 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 158 facilities must make their employees aware of DISTRICT 158's Hazardous Communication Program. DISTRICT 158 has a copy of all SDS sheets on products at the building that the District has purchased. The binder containing those SDS sheets is accessible online and access will be made available to the awarded contractor's office upon request after award of the bid. If any contractor's employee would like a copy of DISTRICT 158's Hazardous Communication Plan procedure or a

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particular SDS sheet of a particular material that DISTRICT 158 has delivered to the site from a source other than the contractor, please see the custodians at the building to get a copy duplicated.

30. CONTRACT

- A. The Agreement between the Owner and the Contractor for the Work will be in the Form of the Sample Agreement between District 158 and Contractor as provided later in this document.
- B. **CANCELLATION OF CONTRACT** - In case of bankruptcy of the contractor or failure of the contractor to pay supplies or workers or a work stoppage or a failure by the contractor to provide sufficient workers for the job or sufficient material for the job, the Board of Education may terminate the contract and take over the completion of the project, applying the unpaid balance of money for the contract to the completion of the work and any extra expenses incidental thereto.
- C. At any time, the District may terminate the contract with or without cause. The contractor may receive payment for all work completed but will not be entitled to lost profit or overhead.

31. CONTACT WITH STUDENTS

When School is in session, construction personnel shall have absolutely no contact with students. Any expense to be incurred for the contractor to meet the following access limitations shall be a part of the contractor's bid.

- A. On days when school is in session the trades should not be allowed into areas where students are during the school day. Therefore, the bidder shall plan all work that needs to take place in halls and other rooms (like running power to the space, etc.) to be done other than during school hours.
- B. Emergency access to student-occupied school areas is only allowed if the tradesmen enter the front door and proceed to the main office directly, sign in, and get a visitor's badge before entering or if a District employee accompanies the tradesman at all times.
- C. If tradesmen must be in student-occupied areas alone where they may have direct contact due to extenuating circumstances, those tradesmen must have a full criminal background check completed by the State of Illinois and District ID badges prior to gaining access. The background checks will be at the bidder's expense and the badges will be purchased from the District by the bidder at the published District employee replacement cost at the time of the purchase.
- D. For contractors that have frequent need to access and work in areas of the buildings where the possibility of direct student contact is often necessary, the contractor should have his affected employees submit to the fingerprint and background check so that they can effectively perform the work that they are to do.
- E. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21b-80(c) to have direct, daily contact at a District school or school-related activity with one more student(s); (2) prohibits any of the contractor's employees from having direct daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.
- F. In accordance with 105 ILCS 5/22-94: (1) prohibit any of its employees from having direct contact with children or students if the contract has not performed a sexual misconduct-related employment history review (EHR) of the employee or if the District objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in 105 ILCS 5/22-94(j)(3), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide the District access to such records upon request; and (4) refrain from entering into any agreements prohibited by 105 ILCS 5/22-94(g).
- G. In accordance with 105 ILCS 5/24-5: (1) concerning each new employee of a contractor that provides services to students or in schools provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease; and (2) require any new or existing employee who provides services to students or in schools to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Il Dept. of Public Health rules or order of a local health official.

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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**31. SUBSTITUTIONS**

- A. The materials, products, and equipment described in the Contract Documents establish a standard of the required function, dimension, appearance, and quality to be met by any proposed substitution.
- B. A Contractor only (not distributor, representative, or other person in like capacity) may request of the Architect/Engineer a statement a minimum of 9 days prior to bid opening, concerning acceptability of any material or device which the Contractor is uncertain of as to compliance with the Contract Documents. It shall be the sole responsibility of the Contractor to transmit such requests in writing only in a full and complete manner accompanying the request with all data necessary for qualification of the article and at such a date as to allow reasonable time for the examination thereof. Such data may include structural analysis, drawings, including specific details pertaining to the Project, Project Manual and modifications, and any other information deemed necessary by the Architect/Engineer. All costs incidental to the submission of this data are to be borne by the submitting Contractor.
 - 1. The following information is deemed necessary by the Architect/Engineer for this Project:
 - a) Written evidence of a satisfactory experience record, including a minimum of five references for similar type projects of a size exceeding 75 percent of the area included in this Project that are at least five years old, and located within 100 miles of this Project. These references shall include the project name, location, and completion date. Owner and/or Architect/Engineer contacts including names, addresses, and telephone numbers, and specific components existing and installed on each referenced project.
- C. The Architect/Engineer will examine such requests to the extent possible, but there shall be no guarantee that all requests can be examined, nor will the Architect/Engineer examine requests accompanied by inadequate data, that are received too late to be qualified, or are received after the last Addendum to the Project Manual has been issued.
- D. If the Architect/Engineer approves any proposed substitutions, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner. Approved substitutions may include modifications to submitted material deemed necessary by the Architect/Engineer to conform to the established standard of the required function, dimension, appearance, and quality set forth in the Contract Documents and shall be binding with regard to the performance of the Work if accepted.

32. Contractors Claims for Confidentiality

Proposals will be reviewed by the school district and retained for up to ten years. Copies of proposals will not be released to the general public except as required by law under the Freedom of Information Act, court order, or as otherwise determined appropriate by the School District. If a vendor believes that a portion of its bid is confidential or proprietary, it may include a detailed explanation indicating which parts of the information it would prefer to keep confidential, if possible. The explanation should also state the reasons why the information is considered a trade secret or commercial or financial information which, if released, would cause competitive harm. Vendors submitting proposals understand and agree that submission of such an explanation shall not obligate the School District to withhold the information if the School District receives a request for the information and determines, in its sole discretion, that release is required under law or is otherwise appropriate.

33. Addenda to the Bid Specifications

It is the Bidder's responsibility to check the District's website for Addenda to the Bid Specifications before submitting their bid. The District shall not be responsible for assuring that a copy of all Addenda is delivered to all parties intending to submit a bid prior to a bid opening.

34. Contractor's Workforce

The bidder shall demonstrate past practice and intentions to self-perform the majority of the work (; i.e. at least 51% of the work,) with its own employees and not subcontractors.

35. Questions from Bidders

Questions on the bid specifications and drawings will be considered by the District up until 7 calendar days prior to the bid opening date when bids are due. Questions shall be asked in writing via email or fax.

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SAMPLE AGREEMENT BETWEEN HUNTLEY COMMUNITY DISTRICT 158 AND CONTRACTOR

AGREEMENT made as of the _____ day of _____ in the year Two Thousand and Twenty-Two.
(In words, indicate day, month, and year)

BETWEEN the Owner – Hereinafter referred to as “District 158”:

Huntley Community School District 158
650 Dr. John Burkey Drive(; formerly known as Academic Drive)
Algonquin, IL 60102

and the Contractor:

(Name, address, and other information)

the Project in:

(Name and location)

District 158 and Contractor agree as follows.

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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2. DATE OF COMMENCEMENT AND SUBSTATION COMPLETION

The date of commencement of the Work shall be the date of this Agreement unless a different date is stated separately in the contract or a provision is made for the date to be fixed in a notice to proceed issued by District 158. The contract time shall be measured from the date of commencement. The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement.

3. CONTRACT SUM

District 158 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.

The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by District 158.

Unit Prices, if any, are as follows:

Description	Units	Price (\$0.00)
_____	_____	_____

Progress Payments

Based upon Applications for Payment, District 158 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.

4. 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 Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and as follows:

Document	Title	Pages
_____	_____	_____

The Specifications are those contained in the Project Manual enumerated as follows:

Sections	Title	Pages
_____	_____	_____

The Drawings are as follows, and are dated _____ unless a different date is shown below:

Number	Title	Date
_____	_____	_____

The Addenda, if any, are as follows:

Sections	Title	Pages
_____	_____	_____

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 4.

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Other documents, if any, forming part of the Contract Documents, are as follows:

GENERAL CONDITIONS

1. GENERAL PROVISIONS

- A. Contract Documents:** The Contract Documents consist of this Agreement with Conditions of the contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work. The intent of the contract Documents is to include all terms necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- B. The Contract:** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral; however, the instructions to bidders are included as an integral part of the contract. Should there be a conflict, the District reserves the right to apply the provision favorable to the District. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than District 158 and Contractor.
- C. The Work:** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the Project.
- D. Execution of the Contract:** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with the requirements of the Contract Documents.
- E. Ownership and Use of Drawings, Specifications and Other Instruments of Service:** The Drawings, Specifications and other documents, including those in electronic form, are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents unless otherwise indicated in writing.
- F.** The "General Conditions of the Contract for Construction" AIA Document A201, 2007 Edition, Articles 1-14 and the Supplemental Conditions to the AIA Document A201, 2007 Edition, Articles 1-14 inclusive, is hereby made a part of this Contract. A copy is included herein as part of the Contract Documents.
- G.** The "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS" document within the bid specification is hereby made a part of the contract.
- H.** If language is found to conflict between the "General Conditions of the Contract for Construction" AIA Document A201, 2007 Edition, Articles 1-14 inclusive with this bid specification and the "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS" inclusive with this bid specification, then the "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS" shall govern.

2. DISTRICT 158

- A. Information and Services Required of District 158**
 - i. District 158 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 158 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 158 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.
- B. District 158'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

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Documents, District 158 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 158 to stop the Work shall not give rise to a duty on the part of District 158 to exercise this right for the benefit of the Contractor or any other person or entity.

- C. District 158'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 158, after 10 days written notice to the Contractor and without prejudice to any other remedy District 158 may have, may make good such deficiencies and may deduct the reasonable cost thereof, including District 158's expenses and compensation for services made necessary thereby, from the payment then or thereafter due the Contractor.

3. 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 158, 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 158 as a request for information in such form as District 158 may require.
- ii. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to District 158 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 job site safety thereof unless the Contractor gives timely written notice to District 158 that such means, methods, techniques, sequences or procedures may not be safe.
- ii. The Contractor shall be responsible to District 158 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.

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 158, after evaluation by District 158 or his representative, and in accordance with a Change Order.

- D. Warranty:** The Contractor warrants to District 158 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.

- E. Taxes:** The Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded. The School District is tax exempt and some taxes normally present in commercial work may not apply. District 158 will assist in determining applicability of taxes if requested by Contractor.

F. Permits, Fees and Notices

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- i. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
- ii. 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 158 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, statues, ordinances, building codes, and rules and regulations without such notice to District 158, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

G. Submittals

- i. The Contractor shall review for compliance with contract documents, approve in writing and submit to Huntley Community School District 158 shop drawings, product data, samples and similar submittals required by the contract documents with reasonable promptness. The Work shall be in accordance with approved submittals.
- ii. shop drawings, product data, samples and similar submittals are not contract documents.

H. Use of Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

I. Cutting and Patching: The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

J. Cleaning Up: The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At the completion of the Work, the Contractor shall remove from and about the Project wants materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

K. Royalties, Patents and Copyrights: The Contractor shall pay all royalties and license fees: shall defend suits or claims for infringement of copyrights and patent rights and shall hold District 158 harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent or copyright and fails to promptly furnish such information to District 158.

L. Access to Work: The Contractor shall provide District 158 access to the Work in preparation and progress wherever located.

M. Indemnification

- i. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Protective Liability insurance purchased by the Contractor in accordance with insurance requirements enumerated elsewhere in this document. The Contractor shall indemnify and hold harmless District 158 from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work., provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
- ii. 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.

4. DISTRICT 158'S ADMINISTRATION OF THE CONTRACT

- A.** District 158 will provide administration of the Contract (1) during construction, (2) until final payment is due and (3) from time to time during the one-year period for correction of Work described in Section 16.B.
- B.** District 158 will have authority to reject Work that does not conform to the Contract Documents.
- C.** District 158 will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Document.

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- D.** District 158 will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Contractor.

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- i. Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by District 158 but excluding those arising under protection of persons and property shall be referred initially to District 158 for decision in a timely manner.
- ii. If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by District 158, by mediation or by arbitration.
- iii. The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by written agreement of the parties or court order.
- iv. Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

5. SUBCONTRACTORS

- A. A Subcontractor is a person or entity who has direct contact with the Contractor to perform a portion of the Work at the site.
- B. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practical after award of the Contract, shall furnish in writing to District 158 the names of the Subcontractor for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom District 158 has made reasonable and timely objection.
- C. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward District 158.

6. DISTRICT 158'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- A. District 158 reserves the right to perform construction or operations related to the Project with District 158's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by District 158, the Contractor shall make such claim as provided.
- B. The Contractor shall afford District 158 and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.
- C. District 158 shall be reimbursed by the Contractor for costs incurred by District 158 which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

7. CHANGES IN THE WORK

- A. District 158, 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 158, Contractor, or by written Construction Change Directive signed by District 158.
- B. The cost or credit to District 158 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 158 prior to commencement of the Work.
- C. District 158 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

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be effected by written order and shall be binding on District 158 and contractor. The Contractor shall carry out such written orders promptly.

- D. 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.

8. TIME

- A. 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 for performing the Work.
- B. The date of Substantial Completion is the date certified by District 158 in accordance with Section 13.D. ii.
- C. If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which District 158 determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as District 158 may determine, subject to the provisions of Section 8.E.

9. 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 158.
- ii. The Contractor warrants that title to all Work covered by an Application for Payment will pass to District 158 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 158 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 158's interests.

B. Certificates for Payment

- i. The issuance of a Certificate for Payment will constitute a representation to District 158, 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 158. 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 158 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 158 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 158 may withhold payment in whole or in part, to the extent reasonably necessary to protect District 158. If in District 158's opinion the representations to District 158 required by section 13.B.i. cannot be made. District 158 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 158 from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 7.B.ii, 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 158 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 158 or another contractor;

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- 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 158, 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 a similar manner.
 - ii. District 158 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 158 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 158 can occupy or utilize the Work for their intended use.
 - ii. When requested by the Contractor, District 158 determines that the Work or designated portion thereof is substantially complete, District 158 will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of District 158 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 158 will promptly make such inspection and, when District 158 finds the Work acceptable under the Contract Documents and the Contract fully performed, District 158 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 158 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 158 to indemnify District 158 against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to District 158 all money that District 158 may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.
 - iii. The making of final payment shall constitute a waiver of claims by District 158 except those arising from:
 - 1. Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
 - 2. Failure of the Work to comply with the requirements of the Contract Documents; or
 - 3. Terms of special warranties required by the Contract Documents.
 - iv. 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.

10. PROTECTION OF PERSONS AND PROPERTY

- A. Safety Precautions and Programs:** 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.

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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.

B. Hazardous Materials

- i. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to District 158 in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of District 158 and Contractor. The Contract Time may be extended appropriately.
- ii. If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, District 158 shall indemnify the Contractor for all cost and expense thereby incurred.

11. CORRECTION OF WORK

- A. The Contractor shall promptly correct Work rejected by District 158 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 158's services and expenses made necessary thereby, shall be at the Contractor's expense.
- B. In addition to the Contractor's obligations under Section 7.D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 13.D.ii. 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 158 to do so unless District 158 has previously given the Contractor a written acceptance of such condition. District 158 shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if District 158 fails to notify the Contractor and give the Contractor an opportunity to make the correction, District 158 waives the rights to require correction by the Contractor and to make a claim for breach of warranty.
- C. If the Contractor fails to correct nonconforming Work within a reasonable time, District 158 may correct it and make claim against contractor for cost of correction.
- D. 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.

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12. MISCELLANEOUS PROVISIONS

- A. Assignment of Contract:** Neither party to the Contract shall assign the Contract without written consent of the other.
- B. Governing Law:** The Contract shall be governed by Illinois law in a court convenient to District 158.
- C. Tests and Inspections:** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by-laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to District 158, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give District 158 timely notice of when and where tests and inspections are to be made so that District 158 may be present for such procedures. District 158 shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.
- D. Commencement of Statutory Limitation Period:** As between District 158 and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than the date of issuance of the final Certificate for Payment.

13. TERMINATION OF THE CONTRACT

- A. Termination by the Contractor:** If District 158 fails to recommend payment for a period of 45 days through no fault of the Contractor, or if District 158 fails to make payment thereon for a period of 45 days, the Contractor may, upon seven additional days' written notice to District 158, terminate the Contract and recover from District 158 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.
- B. Termination by District 158**
- i. District 158 may terminate the Contract 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, 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 any of the above reasons exists, District 158 may, without prejudice to any other remedy District 158 may have and after giving the Contractor seven days' written notice, terminate the contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method District 158 may deem expedient. Upon request of the contractor, District 158 shall furnish to the Contractor a detailed accounting of the costs incurred by District 158 in finishing the Work.
 - iii. When District 158 terminates the Contract for one of the reasons stated in Section 13.B.i., the Contractor shall not be entitled to receive further payment until the Work is finished.
 - iv. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for services and expenses made necessary thereby, and other damages incurred by District 158 and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to District 158. The amount to be paid to the Contractor or District 158, as the case may be, shall survive termination of the Contract.

14. OTHER CONDITIONS OR PROVISIONS

This Agreement entered into as of the day and year first written above.

DISTRICT 158 *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)