

HAZEL CREST SCHOOL DISTRICT #152.5

**BID PACKAGE
FOR FENCING AND GATE SYSTEMS REMOVAL AND REPLACEMENT**

Issued: September 27, 2023

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I. ADVERTISEMENT FOR BID

NOTICE IS HEREBY GIVEN that the Hazel Crest School District 152.5 will receive sealed lump sum bids for the removal and replacement of fencing and gate systems at Barack Obama Learning Academy located at 16448 Park Ave., Markham, IL 60428, and Jessie White Learning Academy, located at 16910 Western Ave., Hazel Crest, IL 60429.

Bid specifications will be available on September 27, 2023, at the Central Office located at 1910 West 170th Street, Hazel Crest, IL 60429, or online at www.sd1525.org/. Questions may be directed to Justin Whitten, Interim Director of Business Services, at (708) 335-0790 ext. 0066 or via email at jwhitten@sd1525.org.

Sealed Bids must be received on or before October 9, 2023 at 10:00 a.m. at the Central Office located at 1910 West 170th Street, Hazel Crest, IL 60429. At this time, the Bids will be publicly opened and read aloud.

Questions or clarifications should be directed to Justin Whitten, Interim Director of Business Services, at (708) 335-0790 ext. 0066 or via email at jwhitten@sd1525.org.

**Justin Whitten, Interim Director of Business Services
Hazel Crest School District 152.5**

II. BID CALENDAR

1. Notice to Bidders in Local Newspaper September 27, 2023
2. Close of Bidding and Bid Opening October 9, 2023 at 10:00 a.m.

III. INSTRUCTIONS TO BIDDERS

1. **Scope and Term.** The Hazel Crest School District 152.5 (the “District”) is accepting bids for the removal and replacement of fencing and gate systems at Barack Obama Learning Academy located at 16448 Park Ave., Markham, IL 60428, and Jessie White Learning Academy, located at 16910 Western Ave., Hazel Crest, IL 60429, pursuant to the scope and terms set forth in the Conditions of Contract and Bid Specifications for Fencing and Gate Systems Removal and Replacement provided in this bid package.

2. **Contact Information.** Questions about this bid package must be addressed to the District’s Interim Director of Business Services Justin Whitten, at (708) 335-0790 ext. 0066 or via email at jwhitten@sd1525.org. The District will endeavor to respond to all timely questions, and will circulate all responses to all interested bidders who have provided the District with contact information. Any modifications to this bid package shall be made by addendum only.

3. **Notification of Addenda.** The District will notify all potential bidders who have provided contact information in the event of any addenda issued. The bidder shall acknowledge receipt of all addenda in the place provided on the bid form.

4. **Tax Exempt.** The District is tax-exempt. Bidder shall prepare its bid accordingly.

5. **Bid Preparation.** All bidders shall complete and submit all forms provided in this bid package. All forms shall be free from interlineations and erasures. Failure to properly complete and return all forms may subject the bid to rejection. Each bid submittal with all completed forms shall be sealed in an opaque envelope and labeled “BID FOR FENCING AND GATE SYSTEMS REMOVAL AND REPLACEMENT – DO NOT OPEN PRIOR TO BID DATE”. Each bid submittal shall be labeled with the name and address of the bidder and shall be addressed to Hazel Crest School District 152.5, Attention: Justin Whitten, Interim Director of Business, at the Central Office located at 1910 West 170th Street, Hazel Crest, IL 60429.

6. **Non-Conforming Bids.** Bidder shall not make any changes to the wording of the bid documents. Any bid submittal that contains or purports to contain changes to the wording of the bid documents or qualifications, terms, conditions, or provisions in addition to or in conflict with this bid package, shall be automatically rejected as non-responsive. Any bid that omits bid pricing for any part or parts of the base bid and/or any alternate shall be automatically rejected as non-responsive. The District will not allow such changes, alternates or substitutions unless issued as part of an addendum.

7. **Bid Submittal.** All bids shall be submitted on or before **October 9, 2023 at 10:00 a.m.**, at which time the bids shall be publicly opened and read aloud.

8. **Bidder’s Representation.** Bids are to include the delivery of all materials; including all necessary equipment, supplies, tools, accessories, transportation, insurances, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work to be performed. An exemption certificate will be furnished by the District upon request of the Bidder. **BY SUBMITTING A BID, THE BIDDER REPRESENTS TO THE DISTRICT THAT IT HAS**

CAFEFULLY REVIEWED THIS BID PACKAGE, AND IS NOT AWARE OF ANY VAGUE, AMBIGUOUS OR INCONSISTENT TERMS CONTAINED THEREIN.

9. **Alternate Bids.** An alternate bid shall not be considered unless requested by the District. An alternate bid does not constitute a counter-offer by the bidder. An alternate bid shall not become a part of the Agreement unless approved by the District in writing upon award of the bid.

10. **Withdrawal of Bids.** Any bid may be withdrawn and/or resubmitted prior to the time of bid opening.

11. **Firm Bids.** All bids submitted to the District shall be firm and irrevocable for a period of ninety (90) days after the date of bid opening. At any time within this period, the District may award the contract to the lowest responsive and responsible bidder.

12. **Split Awards.** Every attempt will be made to award the contract on an overall low bid basis. However, the District reserves the right to split the award if it determines that doing so is in the best interest of the District. If a split award is not acceptable to a bidder, it must be so stated on the bid form.

13. **Acceptance or Rejection of Bids.** The District reserves the right to waive any non-material variances or irregularities in the bid process, to award the contract to the lowest responsive and responsible bidder, and/or to reject all bids.

14. **Award of Contract.** The District's Board of Education will review all bids and, unless all bids are rejected, award the contract to the lowest responsive and responsible bidder. The lowest bid will be determined based upon the base bid and/or a combination of the alternate bids, if any. Responsiveness will be determined based upon compliance with the instructions to bidders. Responsibility will be determined by the District based upon the information provided by each bidder with its bid submittal. Upon such award, the successful bidder shall be known as the "Contractor," and shall be bound to perform the duties established by this bid package, including without limitation the duties established in the instructions to bidders, conditions of contract, exhibits, contract and bid specifications, and addenda, if any.

15. **Confidentiality** Bidder's response, in its entirety, is subject to the Illinois Freedom of Information Act and no part of the bidder's bid will be considered confidential by the District.

END OF INSTRUCTIONS TO BIDDERS.

IV. CONDITIONS OF CONTRACT

District and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work and other duties in strict accordance with the following terms and conditions (collectively the “Work”), and, subject to the terms and conditions of this Contract, the District shall pay for such performance of the Work. In consideration of these recitals, and the terms and conditions of this Agreement, and intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Where used in this bid package, certain terms are defined as follows:
 - a. “Contract” means all documents included in this bid package, including without limitation; the Instructions to Bidders, Conditions of Contract, Bid Specifications for Fencing and Gate Systems Removal and Replacement, Bid Form, all Exhibits, bid forms submitted by successful bidder, and addenda, if any.
 - b. “Contractor” means the successful bidder that is awarded this contract.
 - c. “District” means the Hazel Crest School District 152.5, and including its individual board members, administrators, employees, and designees.
 - d. “Services” means the Scope of Services, attached and incorporated hereto by reference and other Contract documents.
 - e. “Parties” means the Contractor and the District.

2. **Scope of Work.** Contractor shall provide removal and replacement of fencing and gate systems to the District for the Barack Obama Learning Academy located at 16448 Park Ave., Markham, IL 60428, and Jessie White Learning Academy, located at 16910 Western Ave., Hazel Crest, IL 60429 in accordance with the terms, conditions, schedule and specifications contained in this bid package. Contractor shall provide and maintain equipment and supplies sufficient to perform the Work required by this Contract. The Work for the Contract shall be commenced as mutually agreed to by the Parties after execution of this Agreement. Contractor shall achieve Final Completion on or before January 1, 2024 unless otherwise extended by agreement of the parties pursuant to the General Conditions. Final Completion means the date the Work has been fully performed, all Work has been completed in accordance with the Contract Documents, including correction of any defective Work, and the Park District has inspected and accepted the completed Work and approved final payment to the Contractor.

3. **Contractor’s Performance.** Contractor shall perform all Services utilizing the highest standards of workmanship, equipment and materials. Contractor shall maintain a sufficient staff to perform all Services in the most expeditious manner consistent with the interests of District. Contractor shall promptly notify District immediately in writing: (i) of any information required from District and necessary for Contractor to complete its Services in a timely manner; and (ii) of any work requested by District that is not included in the scope of Services provided in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Services. Contractor shall supervise all Services so that

it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the work of its employees and its subcontractors' and suppliers' employees. The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will ensure the completion of the Work in accordance with the Contract Documents by the Final Completion date. It is expressly understood and agreed by and between Contractor and Park District that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality.

4. **Schedule.** Contractor shall cause all Work required by the Contract Documents to be substantially completed by January 1, 2024 ("Substantial Completion"). "Substantial Completion" means that the District can occupy and fully utilize the District school buildings and exterior grounds for their intended use, and that all warranties, manuals, instructions, certifications, reports, records or as-built drawings, and any other document required by the Contract Documents have been properly submitted to and accepted by the District; and that the only remaining Work are minor cosmetic work that does not interfere with the District's operations (the "Punch List Work"). The Contractor shall complete the Punch List work within ten (10) days after the date of Substantial Completion. Time is of the essence under this Agreement. The District will continue to occupy and utilize the buildings during normal working hours. Once the Work has started, Work shall continue on consecutive weekdays until the project is completed.

5. **Permits & Approvals.** Contractor shall be responsible for obtaining all necessary permits and approvals for the Project. Contractor shall comply with all applicable local, State and Federal laws and regulations in performing all Work.

6. **Designated Representative.** Contractor shall employ and designate a full-time representative to manage the Contractor's Work who shall have decision making authority and shall be immediately available during performance of the Work. The Contractor shall have at least one mobile phone and provide the District with the phone number which Contractor will answer at all times. The mobile phone(s) is to be used to provide immediate response to any questions or concerns that may arise.

7. **Contractor's Employees.** Contractor shall cause all of its employees to comply with all provisions of this Contract, which includes the following:

- a. The District reserves the right to require the removal or transfer of any employee, as determined solely by the District, when such employee violates any provision of this Contract, District policy, and/or conducts himself/herself in a manner which is detrimental to the physical, mental or moral well-being of students. Contractor shall immediately replace the removed or transferred employee with an employee of similar skill and training.
- b. Contractor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment of all personnel employed by the Contractor in the performance of this Contract.
- c. Contractor shall instruct its employees to abide by the policies, rules and

regulations with respect to use of District premises, as established by District.

- d. In the event of the removal or suspension of any employee, the Contractor shall immediately replace the employee without disruption in the Work.
- e. Contractor shall maintain and furnish to the District prior to beginning the Work, and as reasonably practicable after the hiring of any new employee, the required Criminal Investigation Background check report for each employee.

8. **Equipment Maintenance.** Contractor shall provide and maintain all equipment and supplies sufficient to perform Work required by this Contract. The Contractor shall provide at no additional charge to the District all repairs and maintenance required for any of the equipment that Contractor uses to service this Contract. Contractor's materials costs, equipment storage costs, and maintenance costs shall be included in Contractor's bid prices.

9. **Compliance with Laws, Regulations, Rules and Policies.** During the entire term of the Contract and any extensions thereto, bidder shall at all times observe and comply in every respect with all laws, rules, ordinances, regulations, and codes of the Federal, State, County, and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the Contract including, but not limited to, the *Illinois Prevailing Wage Act*, the *Illinois Human Rights Act*, the *Equal Employment Opportunity Act*, the *Illinois Criminal Code*, the Illinois Department of Labor and OSHA regulations on Bloodborne Pathogens, and laws and regulations governing the handling of hazardous and dangerous chemical products. Contractor shall also conform to and abide by the obligations of the policies, rules, and regulations of the District as set out in the present written policies and rules of the District and such other future policies, rules, and regulations as may reasonably be required by the Board of Education. Nothing herein, however, shall require the Contractor to comply with any Board policies, rules or regulations pertaining to employee benefits.

10. **Payment and Performance Bonds.** If the costs to be paid by the District as a result of this Agreement is in an amount in excess of \$50,000, prior to performing any Work, the Contractor shall provide the District with a Performance Bond and a Payment Bond in a form acceptable to the District for the full amount of the Contract Price. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents, to guarantee compliance with the Prevailing Wage Act. The Surety must be approved by the District and be licensed to conduct business in the State of Illinois and be 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. The Payment and Performance Bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.*

11. **Prevailing Wage.** This Contract calls for construction of a "public works" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("IPWA"). Contractor shall pay its employees prevailing wages for the Work as determined by the Illinois Department of Labor, and shall make, keep and file with the District certified payroll, and shall comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Certified payroll records shall be submitted directly to the Illinois Department of Labor as required by the IPWA. The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor. Any increases in costs to the Contractor due to the changes in the prevailing wage

during the term of this Contract shall be at the expense of Contractor and not at the expense of the District. Prevailing wage rate updates can be obtained from Illinois Department of Labor (“IDOL”) at 900 S. Spring Street, Springfield, Illinois 62704, (217) 782-1710, or on IDOL’s website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/pages/2018-rates.aspx>. Contractor shall defend and hold harmless the District, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the IPWA. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

12. **Force Majeure.** If either party is unable to provide any of its duties required by this Contract because of any act of God, pandemic, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond that party’s control, that party’s duty to perform is suspended to the extent prevented or hindered by such force majeure.

13. **Records Retention.** Contractor shall retain all records for Work performed under this Contract for a period of three (3) years plus the current year. Such records must be available, for a period of three (3) years from the date of receipt of final payment under the Contract, for inspection and audit by representatives of the District.

14. **No Delegation or Assignment.** Contractor shall not assign any right or delegate any duty under this Contract to any third party without the District’s prior written consent. Any attempted assignment or delegation without such prior written consent shall be void.

15. **No Third Party Beneficiaries.** This Contract is not intended to vest any rights in any third party.

16. **Independent Contractor.** Contractor is an independent contractor and not an agent of the District. Contractor’s employees are not employees of the District and are not entitled to salary or benefits from the District. Contractor has no authority to act on behalf of the District except to the limited extent required by this Contract. Contractor shall not represent to any third person that Contractor or any of its employees are agents of the District.

17. **Waiver.** The District’s waiver of any breach or default under any provision of this Contract shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The disbursement or acceptance of any payment by the District shall not be deemed to constitute a waiver of any prior occurring breach or default by Contractor of any provision of the Contract regardless of the knowledge of the District of such breach or default at the time of its disbursement or acceptance of such payment.

18. **Indemnity.** Contractor shall indemnify, defend and hold harmless the District, its Board of Education, individual board members, administrators, employees, agents and representatives (collectively the “Indemnitees”) from and against any and all claims, demands, causes of action, losses, liabilities, and damages, including reasonable attorneys’ fees and court costs, to the extent arising from Contractor’s performance and/or breach of this contract, or from any negligent act or omission of or attributable to the Contractor that results in personal injury or property damage. Contractor’s duty to indemnify the District shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under the Illinois Workers’ Compensation Act.

19. **Defenses and Immunities.** No term or condition of this Contract is intended to or shall be deemed to waive any common law or statutory immunity or defense available to the District, and the District expressly reserves all applicable immunities and defenses.

20. **Insurance.** Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below and shall cause the Hazel Crest School District 152.5 to be named as an additional insured on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A / XV. The CGL and automobile policies shall be endorsed to reflect that coverage is primary and noncontributory with any other insurance available to the District. The CGL policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this contract.

Each such policy shall include by endorsement a requirement of at least 30 days written notice to the District prior to any termination, cancellation or material amendment to that policy. Upon award of this contract, and promptly upon the renewal of such policies during the term of this contract, Contractor shall furnish certificate(s) of insurance, policies, and endorsements to the District reflecting the coverages required.

The type and limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Comprehensive General Liability	Per Occurrence: \$1,000,000 Aggregate: \$2,000,000
Automobile Liability and Physical Damage:	\$1,000,000 combined single limit
Umbrella / Excess:	\$3,000,000
Workers' Compensation:	Statutory Minimum

21. **Payments to the Contractor.** On a monthly basis during the progression of the Work, Contractor shall by the fifth (5) day of each month, or by such other day as the District may specify, submit monthly payment applications to the District reflecting on an itemized percentage basis of the Contract Price the value of all Work completed in the previous month. District shall pay properly submitted pay applications within thirty (30) days after receipt. Each monthly pay application shall be accompanied by all lien waivers covering all lien rights, including lien rights related to the then-current pay period, and including all lien rights arising from payments previously made by District. District may elect to receive from Contractor trailing lien waivers from Contractor's subcontractors. Any amounts invoiced for the Contract Price shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work to be performed. THE DISTRICT WILL PAY THE CONTRACTOR AT THE RATE CONTAINED IN THE CONTRACTOR'S BID, AS AWARDED BY THE DISTRICT.

22. **Defective Work and Guarantee.** All Work shall be of high quality and free of defect. Contractor shall promptly correct any defective Work. Payment by District for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work.

Contractor hereby warrants that all Work shall remain free from defect for one year following Substantial Completion, and upon notice by the District, Contractor shall promptly correct such defects appearing within said one year period. This warranty is in addition to any warranties that may be required by the Contract Documents and by law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action District may have against Contractor.

23. **Termination.** District may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated by the District for cause, including but not limited to the Contractor's breach of any provision of this Agreement, District shall have no further obligation to make payments to Contractor for Work completed, and Contractor shall be liable to the District for any increase in cost incurred by the District in completing the Work. If this Agreement is terminated by District for convenience, Contractor shall be paid for Work properly completed prior to termination but shall not be entitled to any other compensation from District. Regardless of whether District exercises its right of termination, Contractor hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.

24. **Liens.** If any liens or claims of lien are placed on the project or the funds designated for the project, and such liens or claims of lien are due to Contractor's breach of this Agreement or other circumstances or events under Contractor's control, Contractor shall indemnify District for all costs, expenses, and attorneys' fees incurred in the resolution of such lien, and District shall have the right to withhold from payments due to the Contractor an amount sufficient to satisfy such lien or claim of lien, along with an amount sufficient to cover attorneys' fees and other administrative costs that have been or may be incurred by District in connection with the resolution of such lien or claim of lien.

25. **Successors and Assigns.** Contractor shall not assign any rights or delegate or subcontract any duties under this Agreement without the prior written consent of the District, and any attempted assignment, delegation or subcontracting without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. **Criminal Background Checks:** Prior to commencing Work under this Contract, the Contractor shall submit all of its employees who will be present on School District property to a criminal background check pursuant to Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) and shall provide the results to the District. Contractor shall replace any employee who has been convicted of any of the offenses identified in Section 10-21.9(c) of the School Code.

27. **Prevailing Party.** In the event of any litigation, arbitration, or binding dispute resolution arising from this contract, Contractor shall pay the District's reasonable attorneys' fees and court costs to the extent the District is determined to be the prevailing party.

28. **Notices.** Any notices required or permitted to be sent by this contract may be sent by hand delivery, facsimile, or U.S. mail. If by facsimile, receipt will be deemed to have occurred upon confirmation that the facsimile was sent. If by U.S. mail, receipt will be deemed to have occurred when the notice is deposited in the U.S. mail, properly addressed and with postage prepaid. Notice may be sent as follows:

If to the District: Justin Whitten, Interim Director of Business Services,
1910 West 170th Street, IL 60429
jwhitten@sd1525.org

If to Contractor: to the addressee and address listed in Contractor's bid submittal.

29. **Choice of Law and Venue.** This Contract shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Any lawsuit or claim relating to the performance of this contract shall be filed in the Circuit Court of Cook County, Illinois.

30. **Integration.** This Contract includes, but is not limited to; the Instructions to Bidders, this Conditions of Contract, Bid Form and Bid Specifications, addenda, if any, together with Contractor's Bid Submittal, as contained in this bid package. These documents are collectively known as the "Contract Documents." The Contract Documents constitute the entire agreement between the District and Contractor with respect to the services and supersede any prior oral or written agreement between the parties. This Contract may not be terminated or amended orally, but only by the written agreement of both parties or as otherwise set forth in this contract.

31. **Execution of Contract.** Upon the District's notice of award of this Contract to the Contractor, Contractor's bid shall be deemed accepted and a binding Contract shall be formed.

END OF CONDITIONS OF CONTRACT.

V. BID SPECIFICATIONS FOR FENCING AND GATE SYSTEMS REMOVAL AND REPLACEMENT

The following Bid Specifications and other provisions shall govern the performance of the Contract and are hereby incorporated into the Contract.

Demolition of existing fencing systems - Option 1

- Removal and offsite disposal of existing fencing systems consisting of 6' high bronze aluminum fence and gates measuring approximately 712' linear feet at the Barack Obama Learning Academy and 379' linear feet at the Jesse White Learning Academy.
- Cut all existing posts below grade, removing only what is necessary to install the new fence and gate system.

Demolition of existing fencing systems - Option 2

- Removal and offsite disposal of existing fencing systems consisting of 6' high bronze aluminum fence and gates measuring approximately 712' linear feet at the Barack Obama Learning Academy and 379' linear feet at the Jesse White Learning Academy.
- Removal and offsite disposal of all posts and concrete foundations, consisting of approximately 90 concrete foundations at the Barack Obama Learning Academy and 49 concrete foundations at the Jesse White Learning Academy.
- Repair and refill all holes left from the removal of existing concrete foundations.

Installation of new fencing and gate systems

BARACK OBAMA

- Installation of 686 LF of 6' High Perimeter Security Custom Ornamental Iron Fence in style Majestic consisting of 3 rails in powder coat finish black.
- Installation of one (1) 6' high x 12' wide double swing padlockable gate.
- Installation of one (1) 6' high x 10' wide double swing padlockable gate.
- Installation of one (1) 6' high x 4' wide single swing padlockable gate.
- Contractor shall install all fence posts in 12" diameter x 42" deep concrete foundation, truck poured (Ozinga).

JESSE WHITE LEARNING ACADEMY

- Installation of 347 LF of 6' High Perimeter Security Custom Ornamental Iron Fence in style Majestic consisting of 3 rails in powder coat finish black.
- Installation of two (2) 6' high x 16' wide double swing padlockable gates.
- Contractor shall install all fence posts in 12" diameter x 42" deep concrete foundation, truck poured (Ozinga).

CUSTOM ORNAMENTAL IRON FENCE SPECIFICATIONS

- Line Posts: 2½ inch square with 12in. x 42in. concrete footings
- End Posts: 3 inch square with 12in. x 42in. concrete footings
- Gate Posts: 4 inch square with 16in. x 42in. concrete footings
- Pickets: 5/8th inch solid square
- Rails: 1 ½" x ½" x 1/8"

Measurements

It is the responsibility of the Bidder to verify the total linear feet of fencing to be removed and replaced. Bidder's failure to accurately measure the linear feet of fencing to be removed and replaced shall not be cause to alter the original bid or to request additional compensation. Likewise, it is the responsibility of the bidder to verify the number of concrete foundations to be removed and failure to accurately account for the amount of concrete foundations to be removed and replaced shall not be cause to alter the original bid or to request additional compensation.

Materials and Products

Bidder warrants to the District that all materials and equipment used to perform the Work will be new, and that all Work will be of good quality, free from faults and defects and in conformance with the Work specifications. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the District, the Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Work Area & Protection

Materials and supplies shall be scheduled for delivery only as required for use within the following five business days. Bidder at all times shall keep the premises free from the accumulation of waste materials and rubbish caused by the Work in progress. No tools, materials or equipment shall be left in the Work area unsecured at the end of each workday. Bidders will be allowed to store tools, materials and/or equipment, at Bidder's sole risk of loss, in the District's garage basement; with the exception of flammable solvents and/or cleaning agents, which must be removed from the site at the end of each Work period.

Bidder shall be responsible for providing all approved, applicable safety equipment for Bidder's employees including goggles, clothing, ladders, scaffolds, personnel lifts, platforms and any material necessary to perform the Work. The District will not provide any of this equipment. Bidder shall be required to secure all Work areas with the use of safety tape, warning signage, barricades, safety chains and so forth to ensure the prevention of safety violations. The District reserves the right to stop and/or remove from site Bidder's personnel who fail to comply with relevant Occupational Health & Safety ("OHS") and OSHA requirements.

Bidder shall be responsible for notifying the District, in writing, of any conditions detrimental to the proper and timely completion of the Work. The Bidder shall not proceed with any Work until unsatisfactory conditions have been corrected in a manner acceptable to District.

Project Completion

Upon completion of Work, Bidder shall restore/replace any damaged areas or items caused by Bidder to the satisfaction of the District and at Bidder's expense. Bidder shall remove from the premises, all equipment and debris and leave the work area in the same or better condition from the commencement date.

1. Disposal of product(s), solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional and/or local authority requirements.

2. Bidder shall fully guarantee the cost of their Work, including all labor for a minimum period of two (2) years from acceptance of Work by District; and a product warranty per manufacturer or a period of one (1) year - whichever is greater - for all items after date of service and provide District with an "on-site" warranty.

BID FORM

The Bidder in compliance with the Bid Notice, Bid Specifications, Instructions to Bidders, Conditions of Contract and all other documents included herein, if any, has become familiar with all Specifications and other Contract Documents, and hereby proposes to furnish all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, facilities, licenses, permits and incidentals reasonably inferred as necessary to complete the Work as described in Bid Specifications for Fencing and Gate Systems Removal and Replacement and other Bid documents, in a timely and workmanlike manner, all in accordance with the Specifications included herein within the time set forth therein and at the total bid amount stated below.

The Bidder, _____ (“Bidder”), hereby submits the following bid prices in response to the District’s Bid Package for Clock System Installation.

1. For the work specified in this bid package, the Bidder’s prices are:

School	Demolition and Installation Option 1	Demolition and Installation Option 2
Barack Obama Learning Academy	\$ _____	\$ _____
Jessie White Learning Academy	\$ _____	\$ _____
Total:	\$ _____	\$ _____

2. Bidder acknowledges receipt of the following Addenda: _____.

3. Bidder acknowledges that the foregoing Base Bid and Alternate Bids, if any, are based upon the Instructions to Bidders, Conditions of Contract, and Contract Specifications as contained in this bid package, along with the information contained in any Addenda later issued (collectively, the “Contract Documents”).

4. Upon the District’s award of the contract to Bidder, Bidder agrees to perform the contract in accordance with the Contract Documents.

5. Bidder acknowledges that this bid is firm and irrevocable for a period of ninety (90) days after the date of bid opening.

Subscribed and sworn on:

Date: _____

By: _____
Notary Public

Bidder: _____

By: _____

Its: _____

Date: _____

Bidder's Address: _____

Bidder's Email: _____

VI. BIDDER'S CERTIFICATIONS

ELIGIBILITY TO BID

The undersigned hereby certifies that Bidder is not barred from bidding on this Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Bidder (Please Print)

Submitted by (Signature)

NON-COLLUSION AFFIDAVIT

The undersigned certifies that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. This individual further certifies that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

Name of Bidder (Please Print)

Submitted by (Signature)

EQUAL OPPORTUNITY

The undersigned hereby certifies that Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print)

Submitted by (Signature)

SEXUAL HARASSMENT POLICY

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the contract.

Name of Bidder (Please Print)

Submitted by (Signature)

NO SMOKING

The undersigned hereby certifies that Bidder agrees that it and its employees will abide by the District's no smoking policy at all times during performance of the contract.

Name of Bidder (Please Print)

Submitted by (Signature)

DRUG FREE WORKPLACE

Bidder, if having twenty-five employees or more, does hereby certify that pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), it shall provide a drug-free workplace for all employees engaged in the performance of Work under the contract by complying with the requirements of the Illinois Drug-Free workplace Act, and further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free workplace Act.

Name of Bidder (Please Print)

Submitted by (Signature)

VII. BIDDING SUBMITTAL CERTIFICATIONS

The undersigned individual further certifies that:

1. He or she is the duly authorized agent of Bidder; that Bidder has given him / her actual authority to submit this base bid and alternate bids; that he / she is expressly authorized by Bidder to execute these certifications on Bidder's behalf; and that the District may rely upon all certifications submitted.

2. Bidder has reviewed and fully understands the scope of the contract, has completely reviewed the general and specific conditions and requirements of the contract, and is aware of all applicable laws and their requirements.

3. Bidder has the necessary equipment and personnel (including backups) or has documented financial ability and means to acquire the same sufficient to adequately and properly perform the contract.

4. Bidder is the following type of business entity, in good standing with the State of Illinois: _____. Bidder is duly authorized by the State of Illinois to conduct business in Illinois.

5. All figures and responses submitted by Bidder on this bid are true, complete, and accurate. All documents attached to and submitted with this bid are true, complete, and authentic.

Name of Bidder (Please Print)

Submitted by (Signature)

VIII. BIDDER'S REFERENCES AND QUALIFICATIONS

To assist the District in determining which Bidder, if any, is better able to serve all the criteria to be considered when reviewing Bids, each Bidder should furnish a description of its experiences in the field of fencing and gate systems removal and installation, including, as a minimum, a list of at least three (3) School District locations where the Bidder was in the past or is currently engaged in providing Work similar to those described herein. For each location listed, the Bidder shall provide the following:

1. The name of the primary contact person for the entity to which similar work was provided;
2. The date on which similar work was commenced;
3. The date on which similar services ceased;
4. The type of services provided; and
3. Whether the Bidder has ever been subject to any claim or legal action relating to breach of contract, breach of representations or warranties, or construction defects and, if so, why.
4. The date on which this document was prepared and Signature of Bidder.

If fencing removal and installation services have not been provided to a School District in the past, Bidder should furnish a list of at least three (3) locations similar to a School District where the Bidder was in the past or is currently engaged to perform similar services. For each location listed, the Bidder shall provide the same information requested above.

IX. HOLD HARMLESS AGREEMENT

The bidder hereby agrees to indemnify, defend and hold harmless the Board of Education of Hazel Crest School District 152.5, its individual board members, officers, employees, agents or representatives, volunteers, successors, and assigns (collectively, the "Indemnitees"), from any and all suits, claims, costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the successful bidder, its employees, agents, assigns, or subcontractors; and/or (2) any breach by the successful bidder of the terms of the agreement entered into as a result of the bid.

Further, the bidder agrees to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on school district property, and waive any limitation of liability defense based on the Workers' Compensation Act against claims by the Board of Education of Hazel Crest School District 152.5 for indemnification or contribution, and further agree to indemnify and defend the Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for bidder's own negligence.

For: _____ By: _____ (company name)

Its: _____ Date: _____
(owner, president, partner, etc.)

ATTEST: _____ By: _____
(witness signature) (witness name/title)

END OF BID FORMS.