## **Construction Manager's Instructions to Bidders**

Park Ridge – Niles School District 64 Summer 2024 Renovations October 5<sup>th</sup>, 2023 Bid Set

> Nicholas & Associates, Inc. 1001 Feehanville Drive Mount Prospect, IL 60056 P. 847.394.6200 F.847.394.6205



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#### Section 00003 Project Manual - Specification Index

The complete Project Manual for this project must not be separated for any reason. The Architect, Owner, and Construction Manager disclaim any responsibility for any assumptions made by a contractor or subcontractor who does not receive a complete Project Manual, including all sections listed in the Table of Contents.

Please reference Wight & Co's Project Manual (Specifications) for the Summer 2024 Renovation work dated October 4<sup>th</sup>, 2023 (Bid Set).

End of Section

#### Section 00004 Drawing Index

Please refer to the Architect of Record's (Wight & Co.) Cover Sheet G0.00 as contained within the Bid Set of Drawings dated October 4<sup>th</sup>, 2023, for the Summer 2024 Renovation work.

End of Section

#### **ADVERTISEMENT FOR BID**

Park Ridge – Niles School District 64, 8182 Greendale Avenue, Niles, IL 60714, will receive sealed bids for:

#### **Summer 2024 Renovations**

Prime Trade Packages for this project include: BP #1 – General Trades BP #2 – Flooring

The Bid Opening will be on **Thursday, November 2<sup>nd</sup>, 2023, at 2:00 PM** at The District Office located at 8182 Greendale Avenue, Niles, IL 60714. At this time the Bids will be publicly opened and read aloud via video conference. A viewing link will be available on the district's website. A Performance and Payment Bond in the full amount of the contract will be required. A Bid Security of 10% of the Bid is required with the proposal. The Contractor must pay the Prevailing Wage Rates for all work per Illinois Law.

Bids shall be submitted on or before the specified closing time in an opaque sealed envelope addressed to: Dr. Adam Parisi, Park Ridge – Niles School District 64, 8182 Greendale Avenue, Niles, IL 60714.

Bidders are required to submit an AIA 305-Contractors Qualification statement electronically to Dave Torres – <u>dtorres@nicholasquality.com</u> prior to receiving bidding documents.

There will be a Mandatory Pre-Bid Meeting for all interested bidders.

Location: Washington School - 1500 W. Stewart Park Ridge, IL 60068 Date: Wednesday, October 18<sup>th</sup>, 2023 Time: 7:30 AM

The Board of Education reserves the right to accept or reject any or all bids, reject nonconforming bids, reject conditional bids, waive irregularities in the bidding procedures, or to accept any bid that, in its sole opinion, best serves the interests of the School District.

It is the policy of Park Ridge – Niles School District 64, to provide equal opportunity to all qualified businesses in the awarding of contracts and accordingly encourages the utilization of diversified businesses to the maximum extent feasible in any contract issued against this solicitation to bid.

The bidder shall have a written sexual harassment policy in place in full compliance with Section 2-105 of the Illinois Human Rights Act.

Contractors may secure, at no cost, an electronic copy of the bidding documents from the Construction Manager – Nicholas & Associates. Contact Dave Torres at <u>dtorres@nicholasquality.com</u> or Phone No. 847-878-6301. The bidding documents will be available on or after Thursday, October 5<sup>th</sup>, 2023.

#### Section 00100 Instructions to Bidders

Notice is hereby given by Park Ridge – Niles School District 64, Park Ridge Illinois – Cook County that sealed individual trade lump sum bids will be received for the following:

Projects:	Summer 2024 Renovations
Owner:	Park Ridge – Niles School District 64 8182 Greendale Avenue Niles, IL 60714
Architect:	Wight & Company 211 North Clinton Street, Suite 300N Chicago, IL 60661
Construction: Manager	Nicholas & Associates, Inc. 1001 Feehanville Drive Mount Prospect, IL 60056

#### BID DATE AND TIME:

A. Sealed bids will be received by Park Ridge – Niles School District 64 at the District Office located at 8182 Greendale Avenue Niles, IL 60714 on or before Thursday, November 2nd, 2023, at 2:00 PM. The bids shall be sealed and time stamped by the Receptionist. Sealed bids must be in an opaque envelope, marked and addressed as follows:

Sealed Bid Documents for

Company Name

List Trade/Bid Package (i.e. Demolition, General Trades, etc.)

- B. Bid proposals must be submitted on the bid form provided, signed in ink, and notarized. Bids are to be submitted in triplicate, one original and two copies with original signatures. Bids may not be withdrawn for a period of 90 days after the bid opening date.
- C. No bids will be taken or received after the bid due time of 2:00 PM local time on Thursday, November 2nd, 2023. All late bids will be returned to the bidder unopened. No oral, telephone, facsimile, telegraphic bids or modifications will be considered. All received bids will be publicly opened and read a loud at the time of bid closing at the Administration Office.

#### BIDS

A. Individual trade bids will be received for the following construction work:

BP #1 – General Trades BP #2 – Flooring

#### **BID DOCUMENTS**

- A. Bidding documents will be distributed electronically by Nicholas & Associates, Inc. 1001 Feehanville Drive. Mount Prospect, IL 60056, on or after Thursday, October 5th, 2023.
- B. Contractors may secure, at no cost, an electronic copy of the bidding documents.
- C. <u>Bidders may submit multiple trade bids; however each trade bid must be submitted</u> <u>separately</u> in their own envelope. Additional bid documents may be purchased at the cost of reproduction. Cost of printing is non-refundable.
- D. Bid documents are available for viewing at the office of Nicholas & Associates, Inc.

#### PRE-BID CONFERENCE

- A. There will be a Mandatory pre-bid conference held at 7:30 AM on Wednesday, October 18th, 2023 at Washington School 1500 W. Stewart Park Ridge, IL 60068. <u>A Bidder's failure to attend the mandatory pre-bid meeting will be grounds for rejection of the Contractor's Bid.</u>
- B. This conference is for all prospective bidders for the purpose of clarification, questions, etc. The Construction Manager & Architect will be present to clarify any construction document bidding procedures items.
- C. Bidders are required to complete a full examination of the construction documents. Any discrepancies discovered shall be brought to the Construction Managers attention prior to submission of their bid.

#### **INTERPRETATION**

- A. No oral interpretations will be made to any bidder as to the meaning of the specifications and/or drawings. All questions shall be submitted in writing to the Construction Manager. Responses or interpretations will be given in a form of a clarification through addendum only.
  - a. All questions should be directed (emailed) to:
    - Nicholas & Associates, Inc. Ph.847-394-6200 Fax.847-394-6205 Dave Torres – <u>dtorres@nicholasquality.com</u>
- B. Addenda will be issued to all bidders via mail or facsimile. Confirmation and acknowledgement of facsimile addenda will be required.
- C. Interpretation request will be taken up to 3 business days prior to bid opening.
- D. Interpretation for bid proposal forms will be taken up to 24 hours prior to bid opening.

#### PRE-BID QUALIFICATIONS

- A. Contractor shall have the appropriate bonding capacity to bond 100% of its proposed contract amount, as required by these documents. The bonding company must be licensed in the State of Illinois.
- B. 10 Years minimum experience in Illinois public school construction.

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- C. Contractors bidding the work shall have their own place of business, equipment, staff, manpower, etc. required for the type of work they are licensed to perform.
- Contractors bidding the project shall have successfully completed at least five similar size and scope Illinois public school projects along the same timeline during the last five (5) years.
- E. Contractors bidding the work shall provide the necessary financial information to Owner when requested, including, but not limited to, the financial statements for the three previous years of the apparent successful contractor which shall be submitted to Owner. The financial statements shall have been prepared and certified by a C.P.A.
- F. A list of references and past projects, including Illinois public school construction projects, shall be submitted on or before bid day.

#### PREVAILING RATE OF WAGES

- A. Prevailing rate of wages for Cook County will be enforced. All contracts for work here in are subject to the provisions of the Prevailing Wage Act, Illinois Compiled Statutes Chapter 820, Section 130/1 through 130/12. Providing for the payment of prevailing rate of wages to all laborers, workmen, and mechanics engaged on the work, which such provisions shall be applicable to all subcontractors and material men as well as the prime contractor. The Owner's resolution establishing prevailing wages is available for inspection at the Park Ridge Niles School District 64 Administration Offices.
- B. The Owner may at any time inquire of the contractor as to rates of wages being paid to employees of the contractor, any subcontractor or material men, where upon such information shall be promptly provided to the Owner. A certified payroll shall be submitted with their waiver of lien with each payout request.

#### <u>TAXES</u>

- A. This work is being done under the auspices of the Owner and therefore is exempt from Illinois sales tax and the Federal Excise Tax. The bid proposal shall not include any cost for these taxes.
- B. Prime contractors are to advise all suppliers of the exemption.
- C. Upon award of a contract, each contractor will be provided with a letter of exemption furnished by the Owner through the Construction Manager.

#### **DELIVERY CHARGES**

- A. All bid prices should include both shipping and delivery charges. These charges shall be freight (FOB) to the project site. Delivery should be to a desired point within the project site as directed by the Construction Manager unless otherwise stated in the call for bids. Any variation from the advertised terms should be clearly stated in the bidder's proposal.
- B. Contractor will be required to make themselves available to receive, unload and accept deliveries.

#### **BID SECURITY**

A. The bidder shall submit with their bid, a bid bond, cashier's check, or certified check in an amount not less then ten (10%) of the amount of the bid. The bid security shall be

made payable to the Owner (Park Ridge – Niles School District 64) and shall be attached to the proposal. All checks shall be drawn on an acceptable Illinois bank.

- B. Should the bidder fail or refuse to enter into the agreement within ten (10) calendar days after notification of acceptance of the bidder's proposal by the Owner and furnish an acceptable bond, the bid security shall be forfeited and become the property of the Owner.
- C. In the case of the successful bidder, the bid security will be retained by the Owner. All bid securities will be returned to unsuccessful bidders by mail.

#### PREPARATION AND SUBMISSION OF BIDS

- A. Before submitting a proposal, each bidder shall examine carefully all documents pertaining to the work and may visit the site to verify conditions under which their work will be performed.
- B. Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, State of Illinois Labor and Material markets, and has made due allowance in their bid for all contingencies.
- C. Bidder must: include all costs of labor, material, equipment, allowance, fees, permits, guarantees, cost escalation, applicable taxes, insurance and contingencies, with overhead and profit necessary to produce a complete building, or to complete those portions of the work covered by the specification on which proposal is made, including all trades, without further cost to the Owner; obtain all permits and arrange for all inspections; pay all fees and cost incurred and related to the individual contractors trade.
- D. All copies of the bid, the bid security, and any other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to Park Ridge – Niles School District 64 and shall be identified with the project name, the bidder's name and address and, if applicable, the designated portion of work for which the bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- E. Bids shall be deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for receipt of bids will be returned unopened.
- F. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- G. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.
- H. No additional charges or compensation will be allowed by reason of any difficulties which the bidder could have reasonably discovered prior to bidding.
- I. Make all proposals in <u>triplicate</u> on the furnished Standard Bid Form. Make proposals in lump sum form and fully fill all blank spaces including unit price for related items. State numbers in both writing and figures.
- J. Complete bid forms without interlineations, alteration, or erasure and sign in long hand. Do not recapitulate work to be done on bid form.

#### **MODIFICATION OR WITHDRAWAL OF BID**

- A. A bid may not be modified, withdrawn, or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder understands this stipulation and so agrees in submitting a bid.
- B. Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to Park Ridge – Niles School District 64at the administration offices designated for receipt of bids. Such notice shall be in writing over the signature of the bidder. Written confirmation over the signature of the bidder shall be received, dated, and time-stamped by the receptionist on or before the date and time set for receipt of bids. A change shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security shall be in an amount sufficient for the bid as resubmitted and required per the contract documents

#### PRICES/ERRORS IN THE BID

- A. The amount of overhead and profit added for extra work and/or materials deducted for credit and/or changes shall be:
  - 1. For the work performed by contractor's personnel 10%
  - 2. For the work performed under subcontractors 5%
    - i. Note 1: The above applies ONLY if Contract Value changes.
    - ii. Note 2: Base Bid (which includes allowances) is to include all OH&P.
- B. Bidders must specify unit prices as well as the aggregate price, unless otherwise specified in the contract documents. Failure to specify unit prices when required may result in bid rejection.
- C. When error is made in extending the total price, the unit price will govern. Otherwise the bidder is not relieved from errors in bid preparation.

#### CONSTRUCTION SCHEDULE

- A. Work shall commence after receipt of Notice to Proceed. See also Statement of Work Section 01000 and Summary of Work Section 01010 for additional information. The tentative schedule is as follows:
  - 1. Board of Education Award of Contracts: November 16, 2023
  - 2. Summer Commencement: June 10<sup>th</sup>, 2023
  - 3. Substantial Completion: August 9<sup>th</sup>, 2023
- B. Contractors are to include a 6 day work week as part of their Bid. No additional compensation will be given for Saturday work as this schedule requires a 6 day work week.

#### **QUESTIONS OF THE CONTRACT DOCUMENTS**

- A. Any question or interpretation of any part of the bidding documents must be submitted in writing to the Construction Manager. Last day for questions October 30<sup>th</sup>, 2023, 5:00pm
- B. All interpretation responses will be issued in the form of an addendum and distributed to all prospective bidders. Acknowledgement of receipt of addendum must be indicated on the bid form where same is requested.
- C. All issued addenda will become part of the contract documents.

#### **SUBSTITUTIONS**

- A. Make all base bid on the "standard" specified; "standard" means the name or make of any article, device, materials, form of construction, fixture, etc., names in the specifications or on the drawings, whether or not the words "or approved equal" are used. Where two or more "standards" are named, bid on any "standard" specified. <u>All substitutions must be approved by the Architect before the award of the contract.</u> Name substitutions for the "standard" specified on the bid form and show on the bid form, the addition or deduction from the base bid, provided the substitution is approved by the Architect.
- B. Proposals to furnish "equal" will be considered, provided the bidder clearly stated on the bid proposal form exactly what they propose to furnish. Illustrations, drawings, samples, or other descriptive matter must be included with any bid proposing an "equal". Samples not destroyed by the bid evaluation process may be removed by the bidder, at his own expense, within sixty (60) days of bid award. Samples not removed within sixty (60) days shall become the property of the Owner at no cost to the Owner. Samples for trial use shall be presented at no cost to the Owner. The Owner reserves the right to approve as an equal, or reject as not being equal any item a bidder proposes to furnish that contains major or minor deviations from the specifications. The decision of the Owner is final.

#### **ADDENDA**

- A. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of bidding documents.
- B. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.
- C. Addenda will be issued no later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.
- D. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued, and the bidder shall acknowledge their receipt in the bid.

#### **BIDDING PROCEDURES/PREPARATION OF BIDS**

- A. Bids shall be submitted on the forms provided with the bidding documents.
- B. All blanks on the bid form shall be legibly executed in a non-erasable medium.
- C. Bid sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the bid.
- E. All requested alternates shall be bid. If no change in the base bid is required, enter "No Change".

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- F. Where two or more bids for designated portions of the work have been requested, the bidder may, without forfeiture of the bid security, state the bidder's refusal to accept award of less than the combination of the bids stipulated by the bidder. The bidder shall make no additional stipulations on the bid form nor qualify the bid in any other manner.
- G. Each copy of the bid shall state the legal name of the bidder and the nature of legal form of the bidder. The bidder shall provide evidence of legal authority to perform within the jurisdiction of the work. Each copy shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.

#### **CONSIDERATION OF BIDS**

- A. Opening of Bids At the discretion of the Owner, the properly identified bids received on time will be publicly opened and will be read aloud.
- B. Rejection of Bids The Owner shall have the right to reject any or all bids. A bid not accompanied by a required bid security or by other data required by the bidding documents, or a bid which is in any way incomplete, or irregular is subject to rejection.
- C. Acceptance of Bid
  - It is the intent of the Owner to award a contract to the lowest responsive and responsible qualified bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the Owner's judgment, is in the Owner's own best interests.
  - 2. The Owner shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bidding documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.
  - 3. By submitting a bid, the bidder agrees that it fully understands the contract documents and any interpretations made by the Construction Manager thereby waiving any claim for extra payment arising from questions about the contract documents or field conditions.
  - 4. The Owner may consider such factors as bid price, delivery, guarantee, experience, and responsibility of bidder, methods of construction, and similar factors in determining which bid it deems to be in its best interest.
  - 5. By submitting a bona fide bid, the bidder agrees to accept these conditions of bid evaluation and award.
  - 6. All bidders agree to waive any claim it has or may have against the Owner, Construction Manager, Architect/Engineer and their respective employees arising out of or in connection with the administration, evaluation or recommendation of any bid.
  - 7. All bidders fully understand that all cost and associated expense in the preparation of the bid is done with the knowledge that no compensation will be provided by the Owner.

#### PERFORMANCE BOND AND PAYMENT BOND

A. Bond Requirements

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- 1. Stipulated in the bidding documents, the bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. Bonds may be secured through the bidder's usual sources.
- 2. The furnishing of such bonds that is stipulated in the bidding documents, the cost shall be included in the bid. Bonds that are required after receipt of bids and before execution of the contract, the cost of such bonds shall be included in the bid proposal to in determining the contract amount.
- 3. When bonds not specified, are required and must be secured from other then the bidder's usual sources, changes in cost will be adjusted by the Construction Manager.
- B. Time of Delivery and Form of Bonds
  - The bidder shall deliver the required bonds to the Owner not later than ten (10) days following the date of execution of the contract. If the work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with Performance bond and Payment Bond.
  - 2. Unless otherwise requested in writing, bidders are to provide bonds written on AIA Document A312, Performance Bond and Payment Bond. Both shall be written in the amount of the Contract sum.
  - 3. The bonds shall be dated on or after the date of the contract.
  - 4. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

#### NOTICE OF AWARD

- A. The C.M. will issue a written notice of award of contract to all bidders.
- B. The successful bidders shall enter into a written agreement with Owner within ten (10) calendar days after receipt of notification of notice of award of contract.
- C. Within in ten (10) days after receipt of the notice of the award of contract, the successful contractors shall furnish a Labor & Material Payment Bond and a Performance Bond in the amount of 100% of the contract, using a form similar to the AIA A312 form, or one acceptable to the Owner, co-signed by a surety company with at least as "A" rating and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide. The bond shall guarantee faithful performance of all provisions of the agreement, for all work and materials against defects, and the payment of all bills and obligations arising from the agreement. It shall also fully guarantee the performance and replacement of all materials and equipment, including labor, for a period of one year after final acceptance of the project by the Owner. The Performance Bond and Labor & Material Bond will become a part of the contract.
- D. The failure of the successful bidder to enter into contract and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount that is due exceeds the amount of the bid guarantee.

#### NOTICE TO PROCEED

A. The contractor shall commence work under the contract within seven (7) days after the issuance of the notice to proceed.

#### **SUPERVISOR**

- A. All successful contractors receiving award of contract shall provide the name, address, telephone numbers for their home, office, cell, and facsimile of the project supervisor and an alternate supervisor.
- B. An on-site supervisor shall be maintained on the site during the project's progress. The supervisor shall not be changed unless written approval is received from the Owner, Architect, and Construction Manager or unless the supervisor proves to be unsatisfactory in his duties, compliance to local ordinances to the Owner, Architect, and Construction Manager.

#### **CONTRACTOR'S QUALIFICATION STATEMENT**

A. Bidders to whom award of a contract is under consideration shall submit to the Construction Manager, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement for any requested subcontractors, unless such a statement has been previously required and submitted as a prerequisite to the issuance of bidding documents.

#### **INDEMNITY FROM CONTRACTORS REQUIRED IN CONSTRUCTION CONTRACT**

- A. The Owner will require the following clause inserted in the General or Supplemental Conditions of all construction contracts for the project:
  - 1. To the fullest extent permitted by law, contractors shall waive all right of contribution and shall indemnify and hold harmless the Owner, the Architect, Construction Manager and their agents and employees and consultants from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, and economic damages, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, damage, loss, or expense is caused in whole or in part by any negligent act or omission of any contractor, any subcontractor, anyone directly employed by any of them or anyone for whose acts of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this agreement.
  - 2. In any and all claims against the Owner, Construction Manager or the Architect or any of their agents or employees and consultants by any employee of any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by of for the contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 3. "Claims, damages, losses, and expenses" as these words are used in this agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by contractor, its subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions as modified by the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Construction Manager and/or Architect/Engineer for its approval or review.
- 4. The obligations of the contractors under this agreement shall not extend to the liability of the Owner, Construction Manager and the Architect, their agents or employees, arising out of their negligence.

#### HOLD HARMLESS, INDEMNITY, AND INSURANCE

**Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall Indemnify, Defend, and Hold Harmless the CONSTRUCTION MANAGER, OWNER, ARCHITECT/ENGINEERS & CONSULTANTS, CONSTRUCTION MANAGER'S surety, their parents, members, subsidiaries, related corporations, and any other entity as provided in the Contract Documents (hereinafter referred to as "Indemnified Parties") and agents and employees of any of them from and against claims, liens, damages, losses and expenses including, but not limited to attorney's fees arising out of or resulting from 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) including the loss of use resulting there from, but only to the extent caused or alleged to be caused in whole or in any part by the negligent acts or omissions of CONTRACTOR, anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts Subcontract may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligations 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 described in this paragraph.

**No Limitation upon Liability.** In any and all claims against the Indemnified Parties, by any employees of the CONTRACTOR, anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts Subcontract may be liable, the Indemnification obligation under the preceding paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Worker's Compensation Acts, Disability Benefit Acts or any other employee benefit acts.

Additional Indemnification. CONTRACTOR shall Indemnify, Defend, and Hold Harmless the Indemnified parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorney's, consultant's and expert's fees as a result of Contractor's actual or alleged failure to perform this Contract in accordance with the terms of this Contract and Contract Documents. The foregoing obligations of CONTRACTOR shall include but are not limited to, indemnifying, defending and holding harmless from claims made by third parties against any Indemnified Party. CONTRACTOR'S

Park Ridge – Niles School District 64 Summer 2024 Renovations liability includes, but is not limited to (I) damages and other delay costs payable by Construction Manager or Owner; (II) Construction Manager's or Owner's increased costs of performance, such as extended overhead and increased performance costs resulting from CONTRACTOR caused delays or omitted or defective CONTRACTOR Work; (III) warranty, rework and repair costs (IV) liability to third parties, including, but not limited to, other subcontractors of CONTRACTOR and Owner's contractors; (V) excess reprocurement cost; (VI) costs to obtain a substitute CONTRACTOR or costs incurred to demand and ensure a performance of CONTRACTOR's surety in the event of CONTRACTOR default; (VII) consultant's and expert's fees, and (VIII) attorney's fees and related costs. CONTRACTOR'S actual or alleged failure to perform shall include the actual or alleged failure of CONTRACTOR's lower tier subcontractors or suppliers to perform. The foregoing indemnity shall also be an obligation of CONTRACTOR'S performance bond Surety provided, however, the existence or non-existence of a performance or payment bond shall in no way limit or condition Construction Manager's or Owner's right of indemnity or remedies against CONTRACTOR nor shall it limit CONTRACTOR'S responsibilities hereunder.

**Work.** CONTRACTOR hereby assumes the entire responsibility for all work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by CONTRACTOR until final acceptance of CONTRACTOR'S Work by the Construction Manager or Owner as defined by the Contract Documents. In the event of any loss, damage, or destruction thereof from any cause, CONTRACTOR shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at CONTRACTOR'S sole cost.

**Duty to Defend.** CONTRACTOR shall: (I) at CONTRACTOR'S own cost, expense and risk, defend all claims defined in this Article that may be brought or instituted by third persons, including, but not limited to, governmental, state, or local agencies, or employees of CONTRACTOR against Construction Manager or the Owner or their agents or employees or any of them; (II) pay and satisfy any judgments or decree that may be rendered against the Construction Manager or the Owner or their agents of any such claim; and (III) reimburse the Construction Manager or the Owner or their agents or employees, for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Article.

**Indemnification Independent from Insurance.** CONTRACTOR'S indemnification obligations are independent from, and not limited in any manner by CONTRACTOR'S insurance coverage required by Article 9 as hereinafter described.

Further, CONTRACTOR, and its sub-contractors and suppliers acknowledge that indemnification "to the fullest extent permitted by law" specifically includes the recovery of reasonable attorney's fees by Construction Manager or Owner. In the event of a mediation, arbitration or litigation, the parties stipulate that indemnification shall include: (I) payment of Construction Manager's or Owner's reasonable attorney's fees and costs incurred in connection with such mediation, arbitration or litigation, and (II) that Construction Manager's or Owner's indemnification for such attorney's fees and costs is a fundamental provision of the contract.

**CONTRACTOR's Insurance.** CONTRACTOR agrees to, prior to commencing work on the project, to procure at its own expense, insurance covering the aforementioned liabilities in the amounts, limits, and in such insurance companies as will be satisfactory to the Construction Manager. CONTRACTOR shall obtain and maintain Insurance covering Worker's Compensation and

Park Ridge – Niles School District 64 Summer 2024 Renovations Employer's Liability, Commercial General Liability, Excess Liability and Auto Liability with minimum limits as provided below INCLUDING additional insured requirements. Before work is done under this agreement by CONTRACTOR, CONTRACTOR will furnish a certificate of insurance with the limits and coverage's as outlined below including additional insured requirements and will furnish an original document herein to the Construction Manager.

The CONSTRUCTION MANAGER, OWNER and/or ARCHITECT should be named as an "additional insured" for all required under the terms and conditions of this contract agreement. All additional insured are to be "held harmless" with respect to the General and Excess Liability Insurance coverage. Waiver of subrogation applies on the General Liability, Excess Liability, Workers Compensation and Employer's Liability. CONTRACTOR'S insurance is primary and non-contributory.

Worker's Compensation and Employer's Liability Insurance covering CONTRACTOR'S statutory obligation in the State in which CONTRACTOR'S work is to be performed.

Commercial General Liability Insurance with limits as follows:

General Aggregate:	\$ 4,000,000.00
Products-Completed Operations Aggregate	\$ 4,000,000.00
Personal and Advertising Injury	\$ 2,000,000.00 each occurrence
Property Damage	\$ 2,000,000.00 each occurrence
Fire Damage	\$ 50,000.00 any one fire
Medical Expense	\$ 5,000.00 any one person
Excess Liability	\$ 5,000,000.00 for each occurrence
Auto Liability	\$ 1,000,000.00 per accident covering
	CONTRACTORS, owned, non-owned and
	hired autos.
Bodily Injury	\$1,000,000

**Insurance Requirements.** CONTRACTOR shall provide the minimum limits and coverages as shown herein or, if higher, the requirements set forth in the Contract Documents.

**Cancellation, Renewal, or Modification.** CONTRACTOR shall maintain in effect all insurance coverage required under this Contract at CONTRACTOR'S sole expense with insurance companies acceptable to Construction Manager or Owner and in accordance with the Contract Documents. Coverage shall be maintained without interruption until date of final payment, except for Products and Completed Operations coverage which shall be maintained for two years after final payment, or as otherwise may be required by the Contract Documents. All insurance policies shall contain a provision that the coverage afforded thereunder shall not be cancelled or not renewed, or restrictive modifications added, until at least thirty (30) days prior written notice has been given to Construction Manager or Owner, unless a longer notice period is required in the contract documents, in which case the longer notice period shall apply. No insurance policy or Certificate of Insurance provided by CONTRACTOR shall state that the insurance company "will endeavor" or attempt to provide such notice to Contractor. The giving of such prior notice to Construction Manager or Owner is mandatory. Certificates of Insurance, or certified copies of polices acceptable to Construction Manager or Owner shall be filed with CONTRACTOR'S duty to procure Insurance.

In the event CONTRACTOR fails to obtain or maintain any insurance coverage required under this contract, Construction Manager or Owner may purchase such coverage and charge the expense thereof to CONTRACTOR, or terminate this contract.

#### MISCELLANEOUS

- A. No burning of trash and/or construction debris at the site will be permitted. Each contractor and each subcontractor shall be responsible for the removal of debris and trash from the job site. The Construction Manager will provide dumpsters.
- B. The contractor will be allowed to schedule his normal work between the hours of 7:00 am, and 5:00 pm, Monday through Friday. Work during other hours will be allowed only on an emergency basis and as authorized by the Owner and/or Construction Manager.
- C. Park Ridge Niles School District 64 has very strict requirements for keeping streets clean during construction operations. Allow for streets to be "scraped" clean at all times during trucking operations which cause dirt and debris. Under no circumstances are clumps of mud or dirt allowed in the streets. Sweep streets clean at the end of each work day which dirt and debris from trucking operations dirty the streets. Contractors are responsible and are warned to keep streets at all times or severe penalties will be imposed. Each contractor shall monitor all related trucking operations and will be fully responsible for any related cost.

#### USE OF THE SCHOOL DISTRICT NAME

A. Use of the name Park Ridge – Niles School District 64by the successful bidder is specifically denied in any form or medium for public advertisement, unless express written permission is granted by Park Ridge – Niles School District 64 Board of Education.

#### **COMPLIANCE AFFIDAVIT**

- A. The bidder must execute the Compliance Affidavit included in the bid form and state under oath and penalty of perjury that all information provided by the bidder is true and correct and bidder is in compliance with all applicable laws pertaining to bid rigging, payment or State of Illinois Taxes, Equal Employment Opportunity, maintaining a drug free workplace and established a Sexual Harassment Policy.
- **B.** Decisions by the Architect, Construction Manager or their representatives pertaining to the execution of contracts in connection with the work, regardless of clauses in the bidding requirements, General Conditions, Supplementary Conditions, and specifications, will not conflict with the laws or statutes of the State of Illinois.

#### FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. Unless otherwise required in the bidding documents, the agreement for the work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

End of Section

#### **BID FORM**

Projects: Summer 2024 Renovations					
Owner:	er: Park Ridge – Niles School District 64 8182 Greendale Avenue Niles, IL 60714				
Architect:	Wight & Company 211 North Clinton Street, Suite 300N Chicago, IL 60661				
Construction: Manager	n: Nicholas & Associates, Inc. 1001 Feehanville Drive Mount Prospect, IL 60056				
Bid To:	Park Ridge – Niles Schoo 8182 Greendale Avenue Niles, IL 60714	l Distric	t 64		
Bid Package #					-
Bid From:	Name of Firm			Contac	t Person
	Address				
	Telephone	Fax		Email	
All bidders are t disqualification	to acknowledge receipt o of bid.	f Adden	dum on Bid Forn	n. Failure	to do so may result in
Addendum No	Date:	_	Addendum No _		Date:
Addendum No	Date:	_	Addendum No _	[	Date:
Addendum No	Date:	_	Addendum No _		Date:
Bid Date, Time					
	anager, Nicholas & Assoc mber 2nd, 2023, at 2:00	-		• •	•
marsaay, NOVE		invi. uti			102 GICCHARCHARCHARCHARCHARCHARCHARCHARCHARCHA

Niles, IL 60714

#### **Bidders:**

By submitting this bid form, the contractor has thoroughly familiarized themselves with the entire bid documents, procedure manual, local conditions, instructions to bidders, and here by propose to perform everything required and to provide all labor, materials, tools, bonds, insurance, equipment, and services as required to perform the scope of work in a skilled and workmanlike manner in accordance with the drawings and described in the project manual even through such work may be included as related requirements specified in other divisions or section for the lump sum amount of

**Base Bid** 

	Dollars (\$	)
specified and /or indicated on the draw a change to the base bid. For each alter base bid should the Owner decide to pr	or materials which shall be provided in a like ings. The Owner reserves the right to accep rnate, state the amount to be added to or de oceed with the portion of the work identifie ion 01 23 00 for additional information relat	t any alternate as educted from the d as alternates.
Alternate Bid No. 1: Provide a resilient athletic floor to remain (Mondo, Everla	overlay assembly on top of existing poured ay).	urethane
ADD/DEDUCT	Dollars (\$	_)
Alternate Bid No. 2: Provide full depth concrete slab (Tarkett, Poly Turf Pad &	poured urethane athletic floor assembly or Pour).	<u>top of existing</u>
ADD/DEDUCT	Dollars (\$	)
Alternate Bid No. 3: Provide full depth (Mondo Advance).	resilient sheet flooring assembly on existing	g concrete slab
ADD/DEDUCT	Dollars (\$	)
<u>Alternate Bid No. 4: Provide full depth</u> (Tarkett Omnisport HPL).	resilient sheet flooring assembly on existing	g concrete slab
ADD/DEDUCT	Dollars (\$	)
Alternate Bid No. 5: Provide replaceme openings as indicated on the Drawings	ent of additional doors, frames and hardwa <u>-</u>	re at existing
ADD/DEDUCT	Dollars (\$	)
Alternate No. 6 Provide replacement o hardware and metal storage frames as	f additional pull-out lunch tables, associate indicated on the drawings.	<u>d</u>
ADD/DEDUCT	Dollars (\$	)
Dark Didea Niles Cabaal District CA		

Park Ridge – Niles School District 64 Summer 2024 Renovations

#### Performance and Material Bonds

Cost of the 100% "Performance and Labor & Material Payment Bond" that is included in this bid.

\$\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_)

#### Pre-Bid Conference

This bidder did \_\_\_\_\_\_ did not \_\_\_\_\_\_ attend the pre-bid conference.

#### Multiple Bid Submissions

Contractors are strongly advised to <u>properly identify their individual trade</u> on this bid form and the exterior of the <u>sealed</u> bid envelope. Contractor will be permitted to submit multiple trade bids; however, <u>each separate trade</u> will required a separate bid proposal in a separate bid envelope.

All bidders accept the provisions of the bidding requirements regarding disposition of bid security.

When awarded a contract based upon this bid, this contractor will enter into and execute a contract with the Owner and aggress to furnish in accordance with the bidding documents:

- 1. All insurance requirements
- 2. All bonds requirements
- 3. Accomplish the work in accords with the contract

#### Extra Work

The undersigned agrees that on all changes to the construction documents involving cost, either extra items or credit items, the following percentage will be added or deducted from the actual cost of the work for this bidder's overhead and profit.

For work performed by contractor's own employees - 10%

For work performed under subcontractor employees – 5%

Note: Above to be applied for extras if and when allowance value is exhausted. No OH&P will be approved for cost changes being applied to the specified allowance.

#### Unit Prices

General Requirements: Include an amount for each Unit Price listed on the Bid Form and specified in the Project Manual. Include costs for labor, materials, installation, overhead, and Contractor's profit in amount for each Unit Price. These Unit Prices will be used for all Add's & Deduct's.

Unit Price #1 – Moisture Mitigation

/Per Square Foot

#### Time is of Essence

The contractor by signing this agreement shall make every effort, including working overtime, weekends and /or evenings to complete work on schedule and not adversely inconvenience the Owner or other contractors to perform their work following this contractor's work. This contractor will make every effort to cooperate with other trades on site.

#### <u>Award</u>

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, facsimiled, and /or

Park Ridge – Niles School District 64 Summer 2024 Renovations delivered to the undersigned with in 45 days after the bid opening there of, or at any time thereafter before this bid is withdrawn by written notification, the undersigned agrees to execute and deliver a contract in the prescribed form and furnished the required bonds within 10 days after the contract is presented to them for signature.

#### **Schedule of Values**

The contractor agrees to furnish a schedule of values and complete list of subcontractors within seven (7) days of the bid opening. This may be requested regardless of award of bid.

#### **Bidder Certification**

The undersigned hereby understands and agrees as a condition of entering into a contract with the Owner, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he / she has the authority to make any certifications required by this affidavit on behalf of the bidder and that all information contained in this affidavit is true and correct in both substance and face.

- 1. Bidder hereby certifies that said bidder is not barred from bidding on the aforementioned contract of a violation of either Section 33E-11 (720 ILC 5/33E-11 ILL Revised Statutes) bid rigging and rotating.
- 2. Bidder hereby certifies that said bidder has a written Sexual Harassment Policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) of the Illinois Human Rights Act.
- 3. Bidder hereby certifies that said bidder has a written Equal Employment Policy in place in full compliance with 775 ILCS 511 of the Illinois Human Rights Act.
- 4. Bidder hereby certifies that said bidder has a written Illinois Drug Free Workplace Policy in place in full compliance with Illinois Revised Statutes Chapter 217 Paragraph 132-311 et.sec.

#### **NON-COLLUSION AFFIDAVIT**

STATE OF ILLINOIS

SS:

\_\_\_\_\_ COUNTY

The undersigned bidder or agent, being duly sworn, on oath says that s(he) has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/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 that 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.

S(he) further states that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value resulting from such sale.

Firm/Corporation

Subscribed and sworn to before me this day of , 20

My Commission Expires: Signature:

#### **Contractor's Certification**

l,	having been first duly sworn on	
(Individual)		
Oath, do depose and state that I p	resently reside at	
	(Address)	
	_, authorized Principal, Officer, and Agent	of
	And do hereby certify to the	2
(Name of Corporation)		
Park Ridge School District 64, its B	oard of Education, and	
Employees that neither I nor		
	(Name of Contractor)	
are in violation of the above State	of Illinois Statutes.	
Name of Bidder (Individually	y or on Behalf of Contractor)	 Title

Subscribed and sworn before to me this day:

Date

Notary Public

**Commission Expires** 

By signing this bid form, the bidder certifies that they have examined and carefully prepared this proposal based on the bidding documents, all issued addenda, other related clarification and have checked the same in detail before submitting this proposal and I have full authority to made statements and submit this proposal in it's/their behalf that the said statements are true and correct.

Each prospective individual trade contracting firm making a submission for consideration of their bid proposal agrees to waive any claim it has or may have against the Owner, the Architect / Engineer, Construction Manager and their respective employees, arising out of or in conjunction with the administration, evaluation or recommendation of any submittal.

Bidder agrees that this proposal is done at the contractors own expense and understands that no compensation will be given for their efforts.

I hereby certify that all statements herein are made on behalf of

(Name of Corporation, Partnership, or Person submitting bid	)
A Corporation organized and existing under the law of the State of _	
A Partnership consisting of	
An Individual trading as c	of the city of
State of	
Contractor:	
Title: Date:	
Subscribed and sworn before to me this day:	
Date	

Notary Public

Commission Expires

This proposal shall remain in effect for **60 days** after submittal of same.

End of Bid Form

#### CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

[contractor], does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that [he, she, it] has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; \_(yi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

By:

Authorized Agent of Contractor

Title

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

NOTARY PUBLIC

EXECUTE AND ATTACH TO PROPOSAL FORM

#### **CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bad rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

	as pa	art of i	ts bid for
certifies that said contractor is not contract as a result of a violation of			
5/33E-4.			
I	Firm Name:		
		By:	Authorized Agent of Contractor
			Title
BSCRIBED AND SWORN TO before day of			
NOTARY PUBLIC			
EXECUTE	E AND ATT	ACH	TO PROPOSAL FORM

#### CERTIFICATE REGARDING THE PREVAILING WAGE ACT

Our company certifies that it is eligible for bidding on public contracts, and has complied with section l la of the Prevailing Wage Act, 820 ILCS 130/0.01-12(2000), and has not disregarded their obligations to employees under the Prevailing Wage Act on two (2) separate occasions, and that they, or any firm; corporation, partnership or association in which such contractors or subcontractors have an interest, are not prohibited from being awarded any contract or subcontract for a public works project.

YES\_\_\_\_\_ NO \_\_\_\_\_

By:\_\_\_\_\_\_Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO before me this\_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

EXECUTE AND ATTACH TO PROPOSAL FORM

Title

#### **CERTIFICATE REGARDING VALID BUSINESS LICENSE**

Our company is eligible to do business in the State of Illinois and have submitted as part of this bid a valid business license and the Federal Employer Tax Identification Number (FEIN) or Social Security Number for individuals. Further, if applicable, our company will employ apprentices who are properly indentured into a Joint Apprenticeship Training Program which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

YES \_\_\_\_\_ NO\_\_\_\_

FEIN Number

By:\_\_\_\_\_Authorized Agent of Contractor

Title

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

EXECUTE AND ATTACH TO PROPOSAL FORM

#### CERTIFICATE OF COMPLIANCE ILLINOIS HUMAN RIGHTS ACT

#### WITH ILLINOIS HUMAN RIGHTS ACT

All successful Contractors must comply with the provisions of the Illinois Human Rights Act (ACT) dealing with equal employment opportunities (Section 2-105, 775ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The Contract with the successful bidder will provide for this requirement. The statutory provisions require that the written Sexual Harassment policy include at a minimum the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under Illinois Law, (iii) a description of sexual harassment, utilizing examples; (iv) a vendor's internal compliant process including penalty; (v) the legal recourse, investigative and compliant process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6101 of the <u>Illinois Human Rights Act</u>.

Firm Name\_\_\_\_\_

Address

Signature of Officer

Title

Subscribed and sworn to before me this \_\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Notary Public

#### CERTIFICATE OF COMPLIANCE ILLINOIS DRUG-FREE WORKPLACE ACT

(Contractors with 25 or more Employees)

#### CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. Ch. 127 par. 132.313) that [he, she, 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 certified, that [he, she, it] is not ineligible for award of the Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name\_\_\_\_\_

By:

(Authorized Agent of Contractor)

Title

Subscribed and sworn to before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_

Notary Public

### Nicholas & Associates' Required Project Documentation

# Please complete all attached forms and remit to Nicholas & Associates

<u>Nicholas & Associates cannot process</u> <u>any requisitions for payment</u> <u>until ALL requests within this packet have been addressed</u>

#### FORMS TO BE RETURNED TO NICHOLAS & ASSOCIATES: EXHIBITS 1 – 3

The below forms must be completed and submitted to Nicholas & Associated prior to the CONTRACTOR'S first requisition for payment. Requisitions for payment cannot be processed by Nicholas & Associates without having the following forms in hand:

- 1) Signature Page #3 (Page 3 of 20 of this document)
- 2) Project Contact Information Exhibit 1
- 3) Lower-tier CONTRACTOR/Supplier List Exhibit 2
- 4) Signatory Unions Exhibit 3

Note: Nicholas & Associates' project contact information is located in Exhibit 1.A

#### SIGNED CONTRACT, CERTIFICATE OF INSURANCE & W-9: EXHIBITS 4 & 5

Nicholas & Associates must have the following ORIGINAL documents in hand prior to the CONTRACTOR'S employees entering the jobsite and/or performing work onsite. Requisitions for payment cannot be processed by Nicholas & Associates without having these original documents in hand.

- 1) Original Signed Contract
- 2) Original Current Certificate of Insurance Find sample in Exhibit 4
- 3) Original W-9 Exhibit 5

Please ensure these documents are submitted to Nicholas & Associates when returning your signed contract. It is the CONTRACTOR'S responsibility to obtain and supply Nicholas & Associates with any and all lower-tier CONTRACTORs' certificates of insurance.

#### MONTHLY REQUISITIONS FOR PAYMENT: EXHIBIT 6

An opening G702/703 statement with all the CONTRACTOR'S lower-tier CONTRACTORs/suppliers listed out must be submitted for review prior to your first requisition for payment.

The CONTRACTOR'S G703 must include a labor and material breakdown for the CONTRACTOR as well as, every lower-tier CONTRACTOR/supplier working and/or providing material to the project. A sample breakdown is indicated on the attached G703. Please note that the CONTRACTOR as well as, all lower-tier CONTRACTORs/suppliers names must be indicated on the labor and/or material line items.

#### <u>The SUBCONTRA CTOR'S requisitions for payment t are due to Nicholas & Associates by the 25<sup>th</sup> of every</u> month. These requisitions for payment are accepted via mail, email and/or fax.

All CONTRACTOR'S requisitions for payment are submitted to the project Architect for approval. Once approval is received the CONTRACTOR will be notified via fax or email that their requisition for payment has been approved. At this time an original signed and notarized copy of the CONTRACTOR'S requisition for payment must be submitted.

#### CHANGE ORDERS – EXHIBIT 7

Attached is a sample of Nicholas & Associates' Change Order. Please do not include any extras on your G702/G703 until you have received an official Nicholas & Associates' change order. Applying change orders prior to receiving an official change order will result in the CONTRACTOR'S billing being rejected.

#### WAIVERS - EXHIBIT 8

Attached are copies of Nicholas & Associates' blank partial and final waivers. Please note these are the <u>ONLY</u> waivers accepted by Nicholas & Associates – **these waivers are REQUIRED by the CONTRACTOR as well as**, <u>all lower-tier CONTRACTOR/suppliers</u> on the project.

Nicholas & Associates will send out a waiver request notifying the CONTRACTOR that their requisition for payment has been approved.

#### UNION CONTRACTORS - CERTIFIED PAYROLL - EXHIBIT 9

Attached is a sample of an acceptable certified payroll form the subcontractor must submit certified payroll with their monthly requisition for payment. Certified payrolls must be submitted for any and all subcontractors performing labor on site.

#### NON-UNION/OPEN SHOP - LABOR REPORTING - EXHIBIT 9

The subcontractor must submit a labor report outlining all labor performed on site along with their monthly requisition for payment. Labor reports must be submitted for any and all tiers of subcontractors performing labor onsite.

#### MONTHLY LETTER FROM ALL SIGNATORY UNIONS - EXHIBIT 10

Attached is a sample of an acceptable letter from the CONTRACTOR'S signatory unions. The CONTRACTOR must submit a current letter from ALL signatory unions along with their monthly requisition for payment. No requisitions for payment will be processed without current letters from the CONTRACTOR's signatory unions.

I acknowledge that I have reviewed and accept Nicholas & Associates' required accounting procedures, documentation and information which are outlined on the above document.

Company Name:	
CONTRACTOR Signature:	
Printed Name:	
Title:	
Date:	

NOTE: Electronic versions	of the attached forms are available; please contact Jill Ramion @
GAngelino@nicholasquality	.com to obtain the attached electronic forms.

## **Project Contact Information**

This list must be completed and submitted to Nicholas & Associates prior to SUBCONTRACTOR'S first requisition for payment. Requisitions for payment cannot be processed by Nicholas & Associates without having this list in hand.

Once completed please email this form to Jill Ramion at jill@nicholasquality.com

Subcontractor Name:	
Project Name:	

Project Manager Contact Information	
Name:	
Email:	
Phone Number:	
Fax:	
Cell Phone Number:	

Waive	r Contact Information
Name:	
Email:	
Phone Number:	
Fax:	
Cell Phone Number:	

Billing	Contact Information
Name:	
Email:	
Phone Number:	
Fax:	
Cell Phone Number:	

Certified Payroll Contact Information	
Name:	
Email:	
Phone Number:	
Fax:	
Cell Phone Number:	

# EXHIBIT 1.A

## Nicholas & Associates Project Contact Information

Pro	oject Name:
<u>Pr</u>	oject Manager
Name:	
Email:	
Cell Phone:	
<u>S</u>	uperintendent_
Name:	
Email:	
Cell Phone:	
	ect Administrator
Name:	
Email:	
Phone Number:	
	illings - Certified Payrolls
Name:	
Email:	
Phone Number:	

## Lower-Tier Subcontractor/Supplier List

This list must be completed and submitted to Nicholas & Associates prior to SUBCONTRACTOR'S first requisition for payment. Requisitions for payment cannot be processed by Nicholas & Associates without having this list in hand.

Once completed please email this form to Jill Ramion at jill@nicholasquality.com

Subcontractor Name:	
Project Name:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

Supplier/Subcontractor Name:	
Material Being Provided:	
Labor Being Provided:	
Address of Supplier/Subcontractor:	
Primary Contact:	
Primary Contact Phone Number:	

I acknowledge that the above document names all parties who are providing material and/or labor for the above mentioned project.

Subcontractor Signature:	
Printed Name:	
Title:	
Date:	

## Signatory Union List

This list must be completed and submitted to Nicholas & Associates prior to SUBCONTRACTOR'S first requisition for payment. Requisitions for payment cannot be processed by Nicholas & Associates without having this list in hand.

Once completed please email this form to Jill Ramion at jill@nicholasquality.com

Subcontractor Name:	
Project Name:	

Union Local:	
Union Local Address:	
Union Local Representative:	
Union Representative Phone Number:	
Business Manager	
Business Manager Phone Number:	
Union Local:	
Union Local Address:	
Union Local Representative:	
Union Representative Phone Number:	
Business Manager	
Business Manager Phone Number:	
Union Looply	
Union Local:	
Union Local Address:	
Linian Local Depresentatives	
Union Local Representative:	
Union Representative Phone Number:	
Business Manager	
Business Manager Phone Number:	

Union Local:	
Union Local Address:	
Union Local Representative:	
Union Representative Phone Number:	
Business Manager	
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Union Local:	
Union Local Address:	
Union Local Representative:	
Union Representative Phone Number:	
Business Manager Business Manager Phone Number:	
Dusiness Manager Fibre Number.	
Union Local:	
Union Local Address:	
Union Local Representative:	
Union Representative Phone Number:	
Business Manager	
Business Manager Phone Number:	
Union Local:	
Union Local Address:	
Union Local Representative:	
Union Representative Phone Number:	
Business Manager Business Manager Phone Number:	

I acknowledge that the above document names all signatory unions in which the above mentioned company is affiliated with.

Subcontractor Signature:	
Printed Name:	
Title:	
Date:	

	cord <sup>®</sup> CEKI	IFIC	.A I I	E OF LIABILI		NAIVU	_	03/01/21
		F INFO	RMATIO	N ONLY AND CONFERS N	O RIGHTS UPON 1	THE CERTIFICA	TE HOLDER. THIS	03/01/21
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	SENTATIVE OR PRODUCER, AND THE O							
POR	RTANT: If the certificate holder in an ADDIT	IONALIN	SURED,	the policy(ies) must be endo	rsed. If SUBROGAT	ION IS WAIVED,	subject to	
e ter	ms and conditions of the policy, certain po	licies ma	ay require	e an endorsemenet. A staten	nent on this certifica	ate does not cor	nfer rights to the	
tific	ate holder in lieu of such endorsement(s).							
ODL	JCER				CONTACT			
-					NAME: PHONE		FAX	
	Weible & Cahill				(A/C, No, Ext):		(A/C, No):	
4	2300 Cabot Drive, Suit	ce 10	00		E-MAIL ADDRESS:			
	Lisle, IL 60532				PRODUCER CUSTOMER ID#			
]	Phone: 630-245-4600 Fa	ax:63	30-24	5-4601	INSU	JRER(S) AFFORD	ING COVERAGE	NAIC #
URI	ED				INSURER A:	BEST'S RAI	TED A, VII OR BETTER	
	Contractor Na	ame S	Add	ress	INSURER B:			
					INSURER C:			
					INSURER D:			
					INSURER E:			
					INSURER F:			
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Project:

Primary & Non Contributory Additional Insureds on General Liability and Auto (Owner), Nicholas & Associates, Inc., (Architect) and their consultants Waiver of Subrogation on General Liability, Auto, Umbrella and Workers Compensation

CERTIFICATE HOLDER	CANCELLATION
Board of Education Wilmette Public School District 39 615 Locust Road Wilmette, IL 60091	SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YY)

(Rev. October 2018) Department of the Treasury Internal Revenue Service 1 Name (as shown on your income tax return). Name is required on this line: do not leave this line blank.

#### **Request for Taxpayer** Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

ю.	2 Business name/disregarded entity name, if different from above	
Specific Instructions on page 3	following seven boxes.         Individual/sole proprietor or single-member LLC         Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name an	nd address (optional)
ñ	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

resident allen, sole proprietor, or disregarded entity, see the instructions for Part 1, later. For other	
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	
T/N, later.	or
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and	E

Number To Give the Requester for guidelines on whose number to enter.

#### Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of
Here	U.S. person >

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

Employer identification number

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ALTEICATION AND CENTIFICATE FOR FA				210
TO OWNER:		PROJECT:	APPLICATION NO. 1 PERIOD TO:	Distribution to:
FROM CONTRACTOR: ABC Electric Company 1001 Feehanville Drive Mt. Prospect, IL 60056 CONTRACT FOR:		VIA ARCHITECT:	PROJECT NOS.: CONTRACT DATE:	ще Ш
<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b> Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet. AIA Document G703, is attached.	<b>ATION FOR PA</b> wn below, in connection 3. is attached.	AYMENT with the Contract.	The undersigned Contractor certifies that to the best of th Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for	f th Contractor's knowledge, information ayment has been completed in accordance een paid by the Contractor for Work for
1. ORIGINAL CONTRACT SUM		\$376,250.00		nd payments received from the Owner,
2. Net Change By Change Orders		\$5,000.00	CONTRACTOR: ABC Electric Company	
3. CONTRACT SUM TO DATE (Line 1 + Line 2)	Line 2)	\$381,250.00		
4. TOTAL COMPLETED & STORED TO DATE (Column G on G702)	DATE	\$45,000.00	By:	Date:
5. RETAINAGE:			State of: Illinois	
а. Т	\$4,500.00		County of: Cook	
(Columns D + E on G703) b. 10% of Stored Material	\$0.00		Subscribed and sworn to before me this day of	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)		\$4.500.00	Notary Public:	
6 TOTAL EABNED LESS BETAINAGE		\$40 500 00		
	•	00.000		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	DR PAYMENT			
		\$11,700.00	In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's	on-site observations and the data he Owner that to the best of the Architect's
8. CURRENT PAYMENT DUE		\$28,800.00		essed as indicated, the quality of the Work
9. BALANCE TO FINISH, INCLUDING RETAINAGE	<b>LETAINAGE</b>		AMOUNT CERTIFIED.	
	\$340,750.00	0	AMOUNT CERTIFIED	
			(Attach the explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the	n the amount applied for. Initial all heet that changed to conform to the
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	amount certified.)	
Total changes approved in previous months by Owner	\$0.00	\$0.00	ARCHITECT:	
Total approved this Month	\$5,000.00	\$0.00		
TOTALS	\$5,000.00			Date:
00 INET CHANGES by Change Order	\$5,000.00	0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract	RTIFIED is payable only to the Contractor ayment are without prejudice to any rights

AVENUE, N.W., WASHINGLUN, U.C. 2000-2227 TRANSING SOLUTION STATUTOR STATUTOR STATUTOR STATUTORS AND ACCURATE AND ACCURATE

# G703 CONTINUATION SHEET COMPANY NAME: ABC Electric Company PROJECT:

APPLICATION NO. 1 APPLICATION DATE: PERIOD TO: ARCHITECT'S PROJECT NO.

L	В	ပ	۵	ш	ш	ს		Т	_
			Work Completed	eted	Materials	Total			
Des	Description of Work	Scheduled	Previous	r church church	Presently	Completed	%	Balance	Retainage
		WOIK	Applications	I NIS PERIOD	Stored (Not in D or E)	and Stored To Date (D+E+F)	(G/C)	I O FINISN (C-G)	
M٥	Mobilization	\$10,000.00	8000.00	00.0	00.00	8000.00	80%	2000.00	800.00
Tel	2 Temporary Service	\$6,000.00	5000.00	0.00	00.00	5000.00	83%	1000.00	500.00
õ	3 Conduit and Wiring Labor - ABC	\$85,000.00	0.00	25000.00	00.0	25000.00	29%	60000.00	2500.00
ō	Conduit/Wiring Matl - Graybar Elect	\$23,500.00	0.00	7000.00	00.0	7000.00	30%	16500.00	700.00
ΞX	5 Fixture Labor - ABC	\$65,000.00	0.00	0.00	00.00	00.0	%0	65000.00	0.00
Ц.	6 Fixtures Material - GE Supply	\$18,250.00	0.00	0.00	0.00	00.0	%0	18250.00	0.00
۲ ۵	Low Voltage Supplier								
P	Low Voltage System Labor	\$78,000.00	0.00	0.00	00.00	00.0	%0	78000.00	00.00
Ŋ	Low Voltage Material	\$52,000.00	0.00	00.00	00.00	00.0	%0	52000.00	00.00
9 O	8 Generator System Labor - ABC	\$17,200.00	0.00	0.00	00.0	0.00	%0	17200.00	00.00
9 O	9 Generator Syst Matl-Cummin N Power	\$21,300.00	0.00	0.00	00.0	0.00	%0	21300.00	00.00
8	10 CO Electric 1 - ABC Labor	\$5,000.00	0.00	0.00	00.00	00.0	%0	5000.00	0.00
		\$381 JED DD	¢12 000 00	\$32 000 00	00.04			\$336 250 00	\$1 500 00
		\$381,250.00	\$13,000.00	\$32,000.00	\$0.00	\$45,000.00	12%	\$336,250.00	\$4,500.00

# EXHIBIT 6



**OWNER/PROJECT:** 

CHANGE ORDER NUMBER: INITIATION DATE: General Contractor Contractor File

Х

CONTRACT DATE: CONTRACT FOR:

TO CONTRACTOR:

FROM GENERAL CONTRACTOR:

THE CONTRACT IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$0.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$0.00
The Contract Sum will be increased by this Change Order in the amount of	\$0.00
The new Contract Sum including this Change Order will be	\$0.00

The Contract Time will be increased by Zero (0) days.

**NOTE**: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directives.

#### NOT VALID UNTIL SIGNED BY THE GENERAL CONTRACTOR AND CONTRACTOR.

GENERAL CONTRACTOR

ADDRESS

BY (Signature)

**Typed Name** 

Date

CONTRACTOR

ADDRESS

BY (Signature)

**Typed Name** 

Date

# Exhibit 8 Acceptable Waivers

#### WAIVER OF LIEN TO DATE

#### STATE OF ILLINOIS COUNTY OF COOK

#### TO WHOM IT MAY CONCERN:

 $W\ensuremath{\mathsf{HEREAS}}$  the undersigned has been employed by

to furnish
for the premises known as
of which
is the owner.

The undersigned, for and in consideration of

Dollars, and other good and valuable considerations,

the receipt whereof is hereby acknowledged, do(es) hereby waive and release the general contractor/construction manager and its surety of any and all lien, bond or claim of any nature, including any and all right to lien under the statutes of the State of Illinois, relating to mechanics' liens or the right to claim under any bond or bond(s) provided by the general contractor/construction manager's surety, with respect to and on said above-described premises, and the improvements thereon. Such lien waiver includes a waiver of any right to lien or claim for any materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned, for the above-described premises including extras.\*

Date:

Company Name: Address:

#### Signature and Title:

\*Extras include but are not limited to change orders, both oral and written, to the contract.

CONTRACTOR'S AFFIDAVIT

#### STATE OF ILLINOIS COUNTY OF COOK

#### TO WHOM IT MAY CONCERN:

The undersigned being duly sworn, deposes and says that he or she is of who is the contractor furnishing work on the building located at

owned by That the total amount of the contract including extras\* is on which he or she has received payment of

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub-contracts for specific portions of said work or for material entering into the construction thereof and the amount due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Names	For What	Contract Price	Amount Paid	This Payment	Balance Due
Total labor and material includ	ling extras* to complete.				

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date:

Signature:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_

\*Extras include but are not limited to change orders, both oral and written, to the contract.

Notary Public

#### FINAL WAIVER OF LIEN

#### STATE OF ILLINOIS COUNTY OF COOK

#### TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by to furnish for the premises known as of which

is the owner.

The undersigned, for and in consideration of

Dollars, and other good and valuable considerations,

the receipt whereof is hereby acknowledged, do(es) hereby waive and release the general contractor/construction manager and its surety of any and all lien, bond or claim of any nature, including any and all right to lien under the statutes of the State of Illinois, relating to mechanics' liens or the right to claim under any bond or bond(s) provided by the general contractor/construction manager's surety, with respect to and on said above-described premises, and the improvements thereon. Such lien waiver includes a waiver of any right to lien or claim for any material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises including extras.\*

Date:

Company Name: Address:

#### Signature and Title:

\*Extras include but are not limited to change orders, both oral and written, to the contract.

CONTRACTOR'S AFFIDAVIT

#### STATE OF ILLINOIS COUNTY OF COOK

#### TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is of who is the contractor furnishing work on the building located at owned by That the total amount of the contract including extras\* is on which he has received payment of

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub-contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Names	For What	Contract Price	Amount Paid	This Payment	Balance Due
Total labor and material includ	ing extras* to complete.				

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date:

Signature:

Subscribed and sworn to before me this \_\_\_\_\_ day of

\*Extras include but are not limited to change orders, both oral and written, to the contract.

Notary Public

ment of Labor       PAYROLL         Division       For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)         Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.       U.S. Wage and Hour Division		FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.	(3) (4) DAY AND DATE (5) (7) (8) (8)	ULLIDENTIFYING NUMBER b = 1 BITS OF SOCIAL SECURITY c) F work b) of worker c) a mount c) a mount							○	OMile completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3.5.5(a). The Copeland Act QA0 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furthish weekly a statement with respect to the wages paid each employee during the preceding week". U.S. Department of Labor (DOL) regulations at QA0 C.E.S. § 3145) contractors and subcontractors performing work on Education contracts to "furthish weekly a statement with respect to the wages paid each employee during the preceding week". U.S. Department of Labor (DOL) regulations at Contract Education contractors and include a contraction contraction contracts for an enclosed on a contract on a contract of the contractors and "contract of the contract of	reque contracture receive a copy or an payrous to the work performed. DOL and federal contracting agencies receiving this information to determine that employees have received agency performed.	Public Burden Statement	also a success of 65 minutes for a subscription for a success success a subscription data and an interface of a success a for a success of 66 minutes for a subscription of a formation of a success of	We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor. Room S3502, 200 Constitution Avenue, N.W.
<b>U.S. Department of Labor</b> Wage and Hour Division	NAME OF CONTRACTOR	PAYROLL NO.	5	NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER								Amile completion of Form VMH-347 is optional, it is n Q40 U.S.C. § 3145) contractors and subcontractors p Dm or E = E E E(X) V3Vii contino contractors for the other	Tor mechanic has been paid not less than the proper	Ð	1A/C continue to the firm of the firm of EE minute	We estimate that is will take an average of 55 minuts any comments regarding these estimates or any oth

(over)

	(Name of Signatory Party) (Title) (ate:	(1) That I pay or supervise the payment of the persons employed by (Contractor or Subcontractor) (Building or Work) ; that during the payroll period commencing on the (Building or Work) ,, and ending the day of	(Contractor or Subcontractor) weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations. Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below.	(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wave rates contained in any wave deterministic incorrected into the contrast that the classificatione
Date	l, (Na do hereby state:	(1) That I pa (1) That I pa (E day of , all persons emplo	weekly wages ea from the full wage 3 (29 C.F.R. Subt 63 Stat. 108, 72 S	(2) That any correct and componentiated and some

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training. United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training. United States Department of Training, United States Department of Training, United States Department of States and With the Bureau of Apprenticeship and Training.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS	
EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIML OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	TEMENTS MAY SUBJECT THE CONTRACTOR OR SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE

## **EXHIBIT 9**

(On Union Letterhead)

(Date)

To Whom It May Concern,

(Company Name), (Company Address) has paid all wages and benefits to (Signatory Union) through (Month/Year).

If you should have any questions regarding the above information, please feel free to contact (Union Representative Name) at (Union Representative Phone Number).

Sincerely,

(Union Representative Signature) (Union Representative Written Name)

#### **General Conditions of the Bid Packages**

All bidding contractors acknowledge these General Conditions for the Bid Packages and apply to all bid proposals and should be included in their bid proposal.

- 1. The Statement of Work serve as a guide line for the Division of Work reflected in this manual.
- 2. Bidders are reminded to review all drawings for work that requires coordination to perform their scope of work.
- 3. Each contractor is responsible for protecting all previously installed materials and finishes from any damage caused by their stored on site materials.
- 4. Cutting and patching of ceilings, walls or floors is the responsibility of each contractor performing the work.
- 5. The contractors are responsible for providing their own lifts, scaffolds, temporary hoist, etc. to complete their work.
- 6. A bench mark and reference line will be provided by the Construction Manager. All other necessary layouts are to be provided by the individual trades.
- 7. All contractors are required to arrange for all required inspections by the local and governing authorities.
- 8. Contractors that are required to have inspection and testing shall cooperate with the testing agencies. The Construction Manager will provide all testing services.
- 9. All contractors will adhere to and maintain OSHA safety standards for the duration of their scope of work.
- 10. Each contractor shall be responsible for obtaining the necessary permits required for their work. The Owner will only pay for the general permit.
- 11. All contractors, when requested must attend job site meetings when directed to do so by the Construction Manager.
- 12. All labor rate raises and material price escalation shall be included in their bid.
- 13. Conduct their own field measurements and field verification.
- 14. Submit electronic copies of all submittals required by the specifications.
- 15. Cutting, coring, patching, etc. shall be done in cooperation with other trades.
- 16. Each contractor to submit all MSD sheets to the Construction Manager Superintendent prior to having access to site.
- 17. Certificates of Insurance and Performance Bonds, Labor and Material Bonds all must be on file before access to the site is approved.
- 18. No watchman or storage facility will be provided. Contractors are responsible for the security, storage, and protection of their own materials.
- 19. Final cleaning of the project will begin at the substantial completion and any contractor performing additional work after this scheduled date that results in some type of dust and/or dirt will be required to clean it up. Lack of responsiveness will result in back charges.
- 20. Materials subject to high winds or damaging weather are to be weighed or tied down to protect them before leaving the site.
- 21. Contractors are advised that the project is a public project and all contractor employees are required to behave in a manner appropriated to the public's view. Offensive language and/or actions will not be tolerated. The Owner, Architect, and/or Construction Manager may request the removal of such persons.
- 22. All contractors are advised to review the General Conditions.

- 23. A ten (10%) retainage will be held until the project is completed. Contractors may request in writing a reduction to five (5%) after substantial completion is achieved.
- 24. No additional compensation will be given for work that could have been determined to be required as part of the scope of work. Extra work will not be paid without authorization from the Construction Manager. Do not start extra work without sign off.
- 25. Waivers in the amount of the billing must accompany each payout request or the payment will not be submitted. Waiver from the prime contractors may be conditional upon receipt of payment. Prevailing Wage records will be required.
- 26. Certified Payroll must be submitted monthly.
- 27. No conditional waivers will be permitted for the final payment. Final waivers will be required prior to or in exchange for receipt of final payments.
- 28. All related cost for Performance Bond, Labor and Material Bonds, and Insurance coverage shall be included in the contractor's base bid.
- 29. Close out documents as specified within the project and procedure manuals must be fulfilled prior to receipt of full payment.
- 30. Each contractor is responsible for all related freight to the project, unloading, storage, and hoisting of materials.
- 31. Dumpsters will be provided by the Construction Manager for use by the contractors on site. No burning will be permitted. Contractor to breakdown large items to maximize dumpster capacity. A back charge will be assigned to the contractor at the Construction Manager's discretion for non-compliance.
- 32. Penetration created by each contractor shall have fire stopping or fire safing installed by that contractor.
- 33. Each contractor shall provide all dewatering, bracing, sheeting, shoring required for a safe installation of their work.
- 34. Each contractor shall be responsible for providing and maintaining all required safety procedures in accordance with the requirements of OSHA, local municipality, state and federal government. The Owner, Architect, and Construction Manager will not participate in any assigned fines or penalties.
- 35. Contractors to refer to specifications for electronic drawing requirements for individual usage.
- 36. Pedestrian and vehicular traffic safe passage is the responsibility of each contractor. Precautionary measures are to be taken at all times during the performance of the work and to be part of the contract obligation.
- 37. The Owner, Architect, and/or Construction Manager have the right to remove any contractor, employee or persons that cause disorder, intemperate, willfully negligent or dishonesty in the performance of his/her duties must cease work and vacate the site immediately upon request.
- 38. Become <u>acquainted with the entire project</u> and examine other trades scope of work that comes in contact with or superimposed on their or your work. No extra charge or compensation will be allowed on the account of additional work resulting from lack of coordination or review.
- 39. Contractors are required to maintain a record set of as-built drawings for submission prior to close out.
- 40. Consult project manual for all Owner training, as-built documents, attic stock and operational/maintenance manual requirements.

- 41. All on-site tickets for additional time and material must be signed by the field superintendent. Non-executed tickets will not be honored.
- 42. All contractors should maintain precautionary measures not to damage the site and temporary fencing. Fencing can not be removed or relocated without the Construction Managers permission.
- 43. Each contractor must submit a schedule of value within 10 days of award of contract.
- 44. Contractors are advised that the Owner may require drug and alcohol testing be administered.
- 45. All contractors will receive a copy of the Owners tax exemption letter for their files. Prime contractor would be responsible to provide and distribute copies of exemption to their subcontractors. Tax exempt letter will be distributed upon return of executed contract agreement.

#### **End of Section**

#### Section 00800 General Conditions of the Contract

#### GENERAL CONDITIONS:

"The General Conditions of the Contract for Construction" A.I.A. A201, 2017 edition, Articles 1 through 18, inclusive, are hereby made a part of the Contract Documents, to the same extent as if herein written out in full.

End of Section

## Cook County Prevailing Wage Rates posted on 3/1/2023

Trade Title		Туре	С	Base	Foreman	Overtime								
	Rg					M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
CERAMIC TILE LAYER	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION ELECTRICIAN	All	BLD		47.16	50.46	1.5	1.5	2.0	2.0	12.70	14.10	1.25	1.57	0.50
ELECTRIC PWR EQMT OP	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRIC PWR GRNDMAN	All	ALL		45.44	63.91	1.5	1.5	2.0	2.0	10.20	15.34	0.00	2.49	
ELECTRIC PWR LINEMAN	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRICIAN	All	ALL		52.05	55.69	1.5	1.5	2.0	2.0	17.65	18.30	1.25	1.92	1.50
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	All	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	FLT	. 1	61.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	4	53.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	6	41.00	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	-	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
ORNAMENTAL IRON WORKER	All	ALL	-	53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75
PAINTER	All	ALL		50.30	56.59	1.5	1.5	1.5	2.0	14.26	14.99	0.00	1.72
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92
PLASTERER	All	BLD		47.75	50.62	1.5	1.5	2.0	2.0	17.08	19.18	0.00	1.00
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99
SHEETMETAL WORKER	All	BLD		49.10	53.03	1.5	1.5	2.0	2.0	13.53	28.20	0.00	1.00
SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75
STEEL ERECTOR	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRAFFIC SAFETY WORKER II	ALL	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRUCK DRIVER	E	ALL	1	39.95	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	2	40.20	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	3	40.40	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	4	40.60	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15

TRUCK DRIVER	W	ALL	1	40.63	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	2	40.78	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	3	40.98	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	4	41.18	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

#### <u>Legend</u>

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

Vac Vacation

Trng Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

#### Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

#### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when

used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic

Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### **OPERATING ENGINEER - FLOATING**

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

#### TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

#### **BID PACKAGE #1**

#### **General Trades**

The Scope of Work Document is being provided for your use as a general guideline. Please note this document is not all inclusive; it is the trade contractor's / sub-contractor's responsibility to provide a complete bid.

SEE DRAWINGS AND SPECFICATIONS FOR ADDITIONAL INFORMATION AND DETAILS.

- I. Trade Specification Specifically Included:
  - 1. **Division 00 –** Procurement & Contracting Requirements All Sections
  - 2. **Division 1 –** General Requirements All Sections
  - 3. **Division 2** Existing Conditions All Sections
  - 4. **Division 7 –** Thermal & Moisture Protection All Sections
  - 5. **Division 8 –** Openings All Sections
  - 6. **Division 9 –** Finishes
    - a. Section 09 21 16 Gypsum Board Assemblies
    - b. Section 09 51 13 Acoustical Panel Ceilings
    - c. Section 09 91 00 Painting
  - 7. **Division 10 –** Specialties All Sections
  - 8. **Division 11 –** Equipment All Sections
  - 9. **Division 12 –** Furnishings All Sections
- II. The Schedule Dates are to be used as a guideline for bidding purposes to provide sufficient manpower and material to complete the work within the specified time frames. Neither the Construction Manager nor the Owner is responsible for assumptions made by the Contractor. The Contractor shall cooperate with the Construction Manager at all times and provide timely information to other Contractors to ensure coordination and timely completion of the work

#### III. General Notes:

The Scope of work shall **INCLUDE**, but not be limited to, furnishing and installing the following:

- 1. The General Trades Package shall include, but not be limited to, all material, labor, equipment, samples, shop drawings, engineering, layout, supplies, plant, tools, contributions, insurance, taxes, compliance with all agencies (City, County, State and Federal as may be required) all other services and facilities, and other things necessary for the performance of the work as shown, detailed, and/or implied by the Contract Documents as listed in the invitation to bid and as defined herein.
- 2. Provide safe off-site storage of materials until installation is required as directed by Nicholas & Associates, Inc.
- 3. This contractor is responsible for coordinating, receiving, unloading and hoisting as required to perform their work. Sequencing of deliveries and on-site storage of

materials shall be coordinated with Nicholas & Associates, Inc.

- 4. Contractor to coordinate and schedule all required testing and inspections accordingly. Material testing will be paid for by Owner.
- 5. This contractor shall be responsible for the repair of any damage to existing utilities and utility structures, curbs, sidewalks and paving which are damaged as the result of his work.
- 6. Provide all temporary board up and removal as required.
- 7. Provide dust protection for all interior work as required.
- 8. For Temporary fire protection, provide and maintain ABC-type fire extinguishers for general use on the project at each school, until substantial completion. Coordinate locations with Construction Manager.
- 9. Include trash gondolas (1 CY each) with brooms & shovels for each school to be used during the Project for general waste from all prime contractors.
- 10. This Bid Package will be responsible for all Demolition work including but not limited to:
  - i. Perform building structure demolition complete in preparation for new work
    - 1. Carpenter: Demo Keynotes D2 D11
    - 2. Field: Demo Keynotes D2 D12
    - 3. Franklin: Demo Keynotes D2 D13
    - 4. Lincoln: Demo Keynotes D1 D3
    - 5. Roosevelt: Demo Keynotes D2 D11
    - 6. Washington: Demo Keynotes D2 D13
  - ii. Remove & legally Dispose of ALL items shown to be demolished on the bidding documents
  - iii. Remove, salvage & turn over to owner identified items as shown.
  - iv. Relocate specific items as indicated in the construction documents
  - v. Demolish all wall assemblies scheduled for removal
  - vi. Include Shoring as required
  - vii. Provide all dumpsters required for the demolition scope.
  - viii. Include one hundred labor hours to be used at the discretion of the construction manager.
  - ix. Coordinate Demo work with all Trades
- 11. Patch walls & ceilings with matching materials as required where impacted by the demolition scope.
- 12. Furnish and Install the following:
  - i. Any Metal stud framing & gypsum board assemblies for walls, ceilings, soffits etc.

- ii. All HM/Aluminum doors, frames & hardware All frames to be caulked, prior to paint. Frames in masonry are to be grouted solid. Frames that are dyna-bolted need to be filled with bondo and sanded prior to paint.
- iii. All caulking as required for all work in this scope
- iv. Pull-out lunch tables, hardware and associated wall mounted metal storage systems complete.
- v. New volleyball sleeve in existing core
- vi. All blocking and plywood sheathing as required on the project
- vii. Any/ALL Acoustical panel ceilings & grid work complete
  - 1. Provide all axium/break metal trim
- viii. Overhead door assemblies complete (including any operator controls as required)
- ix. Ceiling-mounted divider curtains
- x. Fire-safing and Fire-stopping as required
- xi. Fire extinguishers and cabinets
- xii. Any and all Insulation for your work
- xiii. Wall protection
- xiv. All Division 11 & 12 Work Complete
- xv. Include one hundred carpenter hours to be used at the discretion of the construction manager.
- xvi. Loading dock bumpers
- 13. Modify existing ceilings as required to complete your work.
- 14. Protect existing murals (or other items indicated) as noted.
- 15. Include any masonry (Demo and New work) & flashing work required to complete new work.
- 16. Reinstall wall hanging athletic safety mats as required.
- 17. Reinstall existing bulletin boards, protective cages and covers as required for new work.
- 18. This contractor will be responsible for all Aluminum and Glazing work including but not limited to:
  - i. Exterior and interior storefront and window systems complete
  - ii. All prefinished aluminum trim pieces as required
  - iii. Include all required blocking
  - iv. Include any insulated metal panels integrated into your storefront systems
  - v. Include caulking of all exterior and interior items which are furnished and installed within this scope.
  - vi. Distribute field construction shop drawings within 4 weeks of notice to proceed issuance.
  - vii. Provide and install all glass and glazing (all types including fire rated and security glazing)
  - viii. Provide all shoring required to complete your work
  - ix. Coordinate with electrical contractor for their requirements.

- x. Any existing fascia & soffit framing/tie in work complete
- All Architectural Hardware is to be furnished by Security Lumber & Supply Company, 101 Lawn Street, Bradley, IL 60915 – Mr. Chris Benson, <u>chris@securitylumber.com</u>.
   i. Coordinate with the School District's vendor for cylinders and keying
- 20. Perform installation of automatic door operators and all devices complete, push pads, including all wiring from power supply. All work will be your responsibility except for installing the power supply and bringing in power to power supply. All low voltage wiring and device installation is your responsibility, no exceptions. (Coordinate with other bid package contractors as required.)
- 21. Include any electrical/low voltage work as required for removal & reinstallation of access control / security devices.
- 22. Provide all Painting indicated in the Construction Documents
  - i. Include proper preparation and primer for all existing substrates.
  - ii. Include forty painter hours to be used at the discretion of the construction manager.
- 23. Daily cleanup for debris removal generated by this work including labor.
- 24. Provide all cutting, patching, and additional temporary fencing as required for your work.
- 25. Contractors must review the completion dates for a complete understanding of the project requirements. Provide equipment and manpower (multiple crews and/or shift work, working on concurrent activities, overtime) as necessary to meet the scheduled dates. All costs for such work shall be included in the base bid.
- 26. No additional compensation will be considered for work that could have been ascertained by a site inspection or a complete review of all the contract documents.
- 27. Any work delayed by weather is to be made-up immediately the same week. The contractor will make all possible efforts to ensure a full crew size for make-up days and hours. The contractor shall include premium time to maintain schedule and overcome any inclement weather days during the project. This includes working Saturday to adhere to the construction schedule.
- 28. Multiple mobilizations may be required.
- 29. The contractor's pricing includes ALL escalation expenses for the life of the project.
- 30. Review and understand all other bid packages.
- 31. Include NEW sheets of Masonite at each school for your work to provide coverage to access areas of construction. The sheets should be taped at the joints with duct tape. Include visqueen below Masonite to protect the floor surfaces.

32. Include a **\$50,000 allowance** in your bid for use as directed by the Owner or Construction Manager. This allowance shall be returned to the Owner at the completion of work in this scope.

#### END OF BID PACKAGE #1

#### **BID PACKAGE #2**

#### Flooring

The Scope of Work Document is being provided for your use as a general guideline. Please note this document is not all inclusive; it is the trade contractor's / sub-contractor's responsibility to provide a complete bid.

SEE DRAWINGS AND SPECFICATIONS FOR ADDITIONAL INFORMATION AND DETAILS.

- I. Trade Specification Specifically Included:
  - 1. **Division 00 –** Procurement & Contracting Requirements All Sections
  - 2. **Division 1 –** General Requirements All Sections
  - 3. **Division 9 –** Finishes
    - a. Section 09 01 60.93 Fluid Applied Athletic Floor Resurfacing
    - b. Section 09 05 61.13 Moisture Vapor Emission Control
    - c. Section 09 65 13.13 Resilient Base
    - d. Section 09 65 66 Resilient Athletic Flooring
    - e. Section 09 67 66 Fluid Applied Athletic Flooring
- II. The Schedule Dates are to be used as a guideline for bidding purposes to provide sufficient manpower and material to complete the work within the specified time frames. Neither the Construction Manager nor the Owner is responsible for assumptions made by the Contractor. The Contractor shall cooperate with the Construction Manager at all times and provide timely information to other Contractors to ensure coordination and timely completion of the work
- III. General Notes:

The Scope of work shall **INCLUDE**, but not be limited to, furnishing and installing the following:

- 1. The Flooring Bid Package shall include, but not be limited to, all material, supervision, labor, equipment, samples, shop drawings, engineering, layout, supplies, and all other services necessary for the performance of the work as shown, detailed, and/or implied by the Contract Documents.
- 2. Provide safe off-site storage of materials until installation is required as directed by Nicholas & Associates, Inc.
- 3. This contractor is responsible for coordinating, receiving, unloading and hoisting as required to perform their work. Sequencing of deliveries and on-site storage of materials shall be coordinated with Nicholas & Associates, Inc.
- 4. Contractor to coordinate and schedule all required testing and inspections accordingly. Material testing will be paid for by Owner.

- 5. This contractor shall be responsible for the repair of any damage to existing utilities and utility structures, curbs, sidewalks and paving which are damaged as the result of his work.
- 6. Coordinate schedule and sequencing with other bid package contractors.
- 7. Shot Blast All Concrete and Existing Concrete; No Exceptions
- 8. Provide a ¼" of floor prep using Ardex K15, Schonox AP/2M or approved equal at all areas to receive new floor covering. No extras for floor prep will be entertained post bid
- 9. Furnish and Install all Flooring work Complete including but not limited to:
  - i. Resilient Flooring & base
  - ii. Carpet tile/walk off mat (patching as required)
  - iii. Fluid applied athletic flooring.
  - iv. Provide floor prep per manufacturers recommendations/instructions
- 10. Include moisture mitigation & waterproofing as required by construction documents.
- 11. Include all Floor patching and leveling as noted in the construction documents
- 12. Include a pre-sweep of all areas of your work to remove dirt and debris.
- 13. All flooring accessories including but not limited to: thresholds, reducers, & transitions.
- 14. All expansion joints and caulking for your work.
- 15. Patch floors as required, including adjusting cleanouts, floor drains, etc. Coordinate adjustments with new flooring.
  - i. Perform prep work around all cleanouts and floor drains as required.
- 16. Furnish and install all resilient/vinyl base at new flooring areas as required.
- 17. Cover all floors including VCT & Ceramic with SEEKURE Heavy Duty Fiber Reinforced Kraft Paper upon completion of work.
- 18. Daily cleanup for debris removal generated by this work including labor.
- 19. Contractors must review the completion dates for a complete understanding of the project requirements. Provide equipment and manpower (multiple crews and/or shift work, working on concurrent activities, overtime) as necessary to meet the scheduled dates. All costs for such work shall be included in the base bid.
- 20. No additional compensation will be considered for work that could have been ascertained by a site inspection or a complete review of all the contract documents.

- 21. This Contractor understands that all flooring work within this package may not occur at one time. Multiple mobilizations are assumed and contained in this package as required.
- 22. The contractor's pricing includes ALL escalation expenses for the life of the project.
- 23. Review and understand all other bid packages.
- 24. Include NEW sheets of Masonite at each school for your work to provide coverage to access areas of construction. The sheets should be taped at the joints with duct tape. Include visqueen below Masonite to protect the floor surfaces.
- 25. The contractor shall furnish the construction manager with the following information within ten (10) business days of the issuance of the Letter of Intent/Notice of Award. This information shall be based on conformance to the Milestone Schedule: Schedule broken-down into meaningful detail, List of subcontractors/vendors, and Lead-times for ALL materials greater than two (2) weeks.
- 26. Provide a **\$50,000 FLOORING ALLOWANCE** in this Bid Package for use as directed by the Owner or Construction Manager. These allowances or any remaining portions of the allowances shall be returned to the Owner at the completion of the Project.

#### END OF BID PACKAGE #2

#### Section 01010 Summary of Work

#### A. SECTION INCLUDES

- 1. Work Included
- 2. Work by Owner
- 3. Owner supplied products
- 4. Contractor use of site and premises
- 5. Work Sequence
- 6. Owner occupancy
- 7. Permits and fees
- 8. Definitions

#### B. WORK INCLUDED

The contractor shall provide all labor, materials and equipment necessary to perform and complete all work for the construction of the contract as indicated in the contract documents and include all work specified in the addenda of said contract documents.

- Provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the building documents for Park Ridge – Niles School District 64; all in accordance with the plans and specifications prepared by the office of Wight & Co. Architects.
- 2. See Specification Section 01000, "Statement of Work" for prime trade contract packages for additional bidding requirements.

#### C. WORK BY OWNER

1. Items noted NIC (Not in Contract), and by Owner will be supplied and installed (unless noted otherwise) by Owner as coordinated by the Construction Manager.

#### D. OWNER SUPPLIED PRODUCTS

- 1. Owner's responsibilities in conjunction with the Construction Manager:
  - a. Arrange for and deliver Owner reviewed shop drawings, product data, and samples to contractor.
  - b. Arrange and pay for product delivery to site.
  - c. On delivery, inspect products jointly with contractor.
  - d. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - e. Arrange for manufacturers' warranties, inspections, and service.
- 2. Contractor's responsibilities (as designated by the Construction Manager):
  - a. Review Owner reviewed shop drawings, product data, and samples

- b. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
- c. Handle, store, install, and finish products.
- d. Repair or replace items damaged after receipt.

#### E. CONTRACTOR USE OF SITE AND PREMISES

- 1. Limit use of site and premises to allow:
  - a. Owner occupancy
  - b. Work by others and work by Owner
- 2. Construction operations: Limited to areas shown or indicated on drawings. In general, confine operations to the Owner's site.

#### F. WORK SEQUENCE

1. Construct work in multiple phases to accommodate Owner's occupancy requirements, coordinate construction schedule and operations with the Construction Manager.

#### G. PERMITS AND FEES

- 1. The Owner will pay for the Building Permit fees only. All contractors shall secure and pay for all other fees, licenses, and insurance required for performance and execution of this work including, but not limited to the following;
  - a. Contractor's licensing fees
  - b. Penalties
  - c. Village business licenses
  - d. State licenses
  - e. Bonds
  - f. Insurance
  - g. Miscellaneous fees

#### H. COORDINATION

- Each Prime Bid Package Contractor shall coordinate their work on a daily basis with all associated Prime Bid Package Contractors as well as any and all subcontractors on site. The Construction Manager will facilitate the general progress of the work overseeing that the construction progress is adhering to the construction schedule. Each Prime Bid Package Contractor shall have every reasonable opportunity for the installation of their work and for the storage of materials.
- 2. Each trade contractor shall layout the work so as not to interfere with location of work of other trades. Coordination between contractors is the essence of a successful construction project.

#### I. CONTRACTOR

1. Each trade contractor shall be responsible for proper execution of this work.

- 2. The Construction Manager shall establish and maintain initial grades, lines, and levels and bench marks, and each trade contractor shall report any error or inconsistencies before starting work. Finish floor and grade elevations shall be established prior to commencing work. Obvious conflict shall be brought to the Construction Manager's and the Architect's attention.
- 3. The Construction Manager shall provide and maintain main control lines and bench mark. Construction Manager shall provide and maintain well-built batter boards at all corners and establish bench marks at no less than two (2) widely separated places. As work progresses, the contractor shall lay out on the ground, forms and/or floor, bench marks at each floor or roof bearing as required.
- 4. Each contractor is to provide temporary shoring, anchoring and bracing required by the nature of the work in order to make all parts absolutely rigid and stable as required. The contractor shall be responsible for any damage resulting from failure to provide either through lack of proper judgment or from any other cause.
- Verify all measurements at site before ordering material or doing work. <u>No extra</u> <u>charge is allowed on account of differences between actual dimensions and</u> <u>measurements indicated on drawings.</u> Submit any differences to Construction Manager for clarification before proceeding.
- 6. Each contractor shall be responsible for proper execution of its work, including dewatering, cutting, coring, patching, demolition, removal, restoration and other such incidentals as may be required for their scope of work.

#### J. PROJECT SAFETY

- Each contractor shall be responsible for providing and maintaining all required safety procedures in accordance with the requirements of Occupational Safety and Health Act of 1970 (OSHA) as amended, or any other applicable regulations. All contractors are responsible for the prevention of accidents and for conducting all operations under their direction in a safe and efficient matter.
- 2. Non-compliance with and OSHA regulation will be ground for the Contractor dismissal and/or employee(s) being removed and forbidden entry onto the project job-site. All associated costs for correction and compliance shall be borne by the Contractor deemed responsible.
- 3. All contractors shall provide all shoring, bracing, and sheeting as required for safety and prosecution of the work, and have same removed when work is completed. All contractors are responsible for providing and requiring the use of appropriate personal protective equipment in all construction operations where there is an exposure to hazardous conditions.
- 4. All contractors are responsible for conforming to OSHA and NFPA standards of fire protection and prevention practices.
- 5. All contractors shall review the Site Safety Inspection which is an ongoing procedure updated at least weekly. All identified hazards created in an area as a result of work activities by all contractors shall be addressed before the crew leaves the area as directed by the Site Superintendent and/or Safety Coordinator.

#### K. Environmental – On-Site Hazards

 Nicholas & Associates and the Owner must be immediately notified in writing of any suspect hazardous material. Material that is designated as a hazardous substance by the Owner's Environmental Consultant requires special attention. A plan addressing the proper handling, storage, and disposal of hazardous material must be developed by the Owner's Environmental Consultant. No work shall proceed in this area until directed to by the Owner's Environmental Consultant.

#### L. PEDESTRIAN TRAFFIC

1. Each contractor is responsible for the safe passage of all pedestrian and student traffic for the duration of the job. Any precautionary measures, necessary warning signs, etc., required to assist the contractor in the performance of the work shall be provided for and included in this contract.

#### M. PERSONNEL

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

#### N. RADIOS/BOOM BOXES

1. The use of radios and boom boxes will be strictly monitored so the volume and content of music, talk radio, etc. is not disruptive to the student body, School District or others on premises.

#### O. COORDINATION

 Examine contract documents covering work of all trades coming in contact with, or superimposed on work of each trade. Become acquainted with whole project's work to achieve its coordinated, efficient and timely performance. Provide all work and material of each trade necessary for receiving, executing and completing work coming in contact with it. No extra charge or compensation is allowed on account of additional work resulting from lack of coordination.

#### P. APPLICATION OF DOCUMENTS

- 1. Drawings and specifications are considered mutually explanatory and all work called for by one and not the other shall be performed as though called for by both. In cases of conflicting information, the Construction Manager and Architect shall be notified at once, in writing.
- 2. If doubts as to the true meaning of part of the contract documents, ask the Construction Manager and Architect for interpretation to the final authority on any interpretation of the contract documents.

3. In the absence of any specific instruction or specification, employ workmanship and material approved by the Construction Manager and Architect, quality equal to that in the contract documents.

#### **Q. ARCHITECT'S REPRESENTATIVE**

1. Architect's representative may inspect all work for conformity with contract documents, reporting any nonconformity or question of document interpretation to Architect for decision.

#### **R. SMOKING POLICY**

1. It is the policy of Park Ridge – Niles School District 64 not to allow smoking throughout the premises. **Smoking is Not Allowed.** 

\*\*End of Section\*\*