DOWNERS GROVE GRADE SCHOOL DISTRICT 58
1860 63RD STREET
DOWNERS GROVE, IL 60516

PLAYGROUND RENOVATIONS:
HENRY PUFFER AND LESTER

BID DUE: TUESDAY, March 3, 2020
2:00 P.M.

CONTENTS

SECTION I - INFORMATION FOR BIDDERS
SECTION II - SPECIFICATIONS, BID FORMS
SECTION III - CERTIFICATIONS BY BIDDER

DOWNERS GROVE GRADE SCHOOL DISTRICT #58

INFORMATION FOR BIDDERS

SECTION I

1. Notice is hereby given that sealed proposals for all material outlined on the attached listing for School District #58, Downers Grove, Illinois shall be received at the Office of the Manager of Business Services on or before 2:00 PM on Tuesday, March 3, 2020. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the School District **before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered.**

2. It is the intent that these specifications promote adequate competition. Bidders are required to quote items as specified, but they may also submit equal or superior products (in which case, samples and manufacturer's specifications must be submitted) provided such products are listed separately.

3. EXAMINATION OF SPECIFICATIONS: Each bidder shall acquaint himself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.

4. ADDENDA: Where additional communication is found to be needed, a written addendum will be issued by the District to all interested parties.

5. QUALIFICATIONS OF BIDDER:
School District #58 may take such investigations as deemed necessary to determine the ability of the bidder to perform the work.

6. The bidder shall furnish all materials and labor required to complete the job to owner's satisfaction. The bid proposal shall include freight and/or cartage for any delivery.

7. The Board of Education of School District #58, reserves the right to reject any or all bids, and to waive any informalities, or irregularities in bidding, and to award the contract in the best interest of the district. Any such decision shall be considered final. It is the intent of the School District to award a contract to the lowest responsible, responsive bidder meeting specifications, which is in the best interest of the School District as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform

its contract so that the service will be provided, or project will be completed in accordance with proposed contract documents.

8. COMMUNICATIONS

All communications, requests, questions, and so forth, shall be addressed to the Manager of Business Services, Katie Hannigan at channigan@dg58.org.

9. QUOTATIONS AND BIDS

The contractor/vendor certifies that the contractor is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1962.

10. BID SECURITY

Each bid must be accompanied by certified check, cashier's check or a satisfactory bid bond in an amount equal to ten percent (10%) of the bid amount as a bid guaranty. If not award has been made within thirty 30) days after the date of the opening of bids, upon demand at any time thereafter so long as a particular bidder has not been notified of acceptance of his bid, any bidders other than the apparent low bidder shall be entitled to the return of their bid bond. The apparent low bidder's bid bond shall be retained for the entire 60-day period.

11. PERFORMANCE BOND

The successful bidder will be required to furnish a performance bond and labor and material bond, in the amount of 100% of the contract amount within ten (10) days after acceptance of the bid. The form of the bond, and the surety must meet with District approval, and must have a minimum A.M. Best rating of A-V. Failure to furnish such bonds will result n forfeiture of the bid security as liquidated damages. Such bond shall remain in full force until completion and final acceptance of the job by the District.

12. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the contractor agrees to the following:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, martial status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting for the provisions of the nondiscrimination clause.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended from time to time, and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under the Act.

B. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

C. The contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.

D. In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special conditions, if any, shall prevail over these general conditions; and drawings and specifications shall prevail over general and special conditions.

13. SEXUAL HARASSMENT POLICY:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

(1) the illegality of sexual harassment;
(2) the definition of sexual harassment under state law;
(3) a description of sexual harassment, utilizing examples;

(4) the contractor/subcontractor's internal complaint process, including penalties;
(5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
(6) directions on how to contact the Department and the Commission; and
(7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the owner or the architect on request.

14. EMPLOYMENT AND PREVAILING WAGE RATES

It is hereby stipulated that the Contractor shall pay, and that all laborers, workers and mechanics performing work under this Contract shall be paid, not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this contract to all laborers, workers, and mechanics performing work under this Contract, and that Contractor and all subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out work under this Contract. All bonds provided by the Contractor under the terms of Section 11.4.1 of this Contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract and Contractor shall have the sole responsibility and duty to insure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum and shall not defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's or any subcontractor's failure to comply with the Prevailing Wage Act.

15. INSURANCE

The successful bidder shall also provide owner with a certificate of insurance for the amount specified as follows, and such certificate or certificates shall be delivered to the owner prior to the date for commencement of the work as set forth in the contract:

CONTRACTOR'S INSURANCE

The contractor shall keep in force at all times during the performance of this contract insurance herein. Contractor shall not commence work under the contract until all the required insurance has been obtained, approved and until the owner has been furnished with certificates of insurance in duplicate stating that such policies will not be canceled, transferred, non-renewed, modified or terminated without thirty (30) days prior written notice to the owner. The contractor shall not allow any sub-contractor to commence work on any sub-contract until similar insurance required of the sub-contractor as required by this contract has been obtained, approved and certificates furnished. All insurance shall be in the form and substance and issued by companies satisfactory to the owner and shall be of the following kinds and with at least the following limits of coverage.

A. Compensation Insurance

Workman's compensation insurance with limits as prescribed by the laws of the State of Illinois and employer's liability insurance with minimum limits of $100,000.

B. Comprehensive General Liability Including Contractual Liability Insurance:

Contractor shall maintain comprehensive general all-risk liability insurance, including contractual liability insurance covering the liability of the contractor under the "Hold Harmless and Indemnification" provision herein, and "explosion, collapse and underground" insurance in at least the following limits:

Bodily Injury, including Accidental Death:	
Each occurrence	$1,000,000
Aggregate	1,000,000
Property Damage Liability:	
Each occurrence	$1,000,000
Aggregate	1,000,000

C. Comprehensive Automobile Liability Insurance:

Contractor shall maintain comprehensive automobile liability insurance covering all vehicles incident to the contractor's work, whether at the site or elsewhere, in at least the following limits:

Bodily injury:	
Each person	$1,000,000
Each accident	1,000,000
Property Damage Each Occurrence	$1,000,000

D. In addition to the minimum limits stated above, the contractor shall increase his limits with an umbrella policy with at least a $ 5,000,000 limit.

The contractor shall have the following obligations with regard to insurance coverage for the work under this Contract.

A. All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insured with respect to all claims arising out of operations by or on their behalf. If additional insured have other applicable insurance coverage, that coverage shall be regarded as on an excess or contingent basis.

B. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insured and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.

C. Under no circumstances shall District 58 be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of certificates of insurance

2. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received

D. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by District 58 in excess of policy limits or not covered by the policies purchased.

E. The Contractor shall promptly notify District 58, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this contract when the Contractor knows the potential claim.

F. The Contractor shall provide insurance in compliance with a best insurance rating of A, 8 or better.

16. HOLD HARMLESS AND INDEMNIFICATION

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

A. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.

B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:

- Caused in whole or in part by any act, error or omissions by the contractor or any sub-contractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder

- Arising directly or indirectly out of the presence of any person on or about any part of the project site or the streets, sidewalks and property adjacent thereto

- Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract

C Mechanics lien claims by subcontractors hired by contractor to do work o the project contracted for between owner and contractor, where owner has made payments for the work done and said subcontractor is listed in the general contractors affidavit.

17. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the items listed for bidding will be entertained from either party.

18. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax.

19. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.

20. Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid

shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.

21. Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seg.). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

22. The successful bidder must enter into the agreement in the form included in the Bid Document.

DOWNERS GROVE GRADE SCHOOL DISTRICT 58
1860 63RD STREET
DOWNERS GROVE, IL 60516

SECTION II

SEALED BIDS AS REQUESTED IN SECTION I OF THESE SPECIFICATIONS FOR:

SEE ATTACHED SPECS AND DRAWINGS FROM WIGHT & CO

PLEASE INCLUDE ANY WARRANTY OR GUARANTEE INFORMATION.

DUE ON OR BEFORE **2:00 A.M., TUESDAY, MARCH 3, 2020** AT THE ADMINISTRATION SERVICE CENTER, 1860 63RD STREET, DOWNERS GROVE, ILLINOIS, 60516

KATIE HANNIGAN
MANAGER OF BUSINESS SERVICES
630/719-5839

SECTION III

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

_____

Name of Bidder (Please Print) Submitted by (Signature)

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

_____

Name of Bidder (Please Print) Submitted by (Signature)

The undersigned hereby certifies that having submitted in bid proposal to School District 58 that same bidder has a written sexual harassment policy in place and is in compliance with P.A. 87-1275.

_____

Name of Bidder (Please Print) Submitted by (Signature)

The undersigned, which has 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. Ch. 127, par. 132.313) that the Bidder 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.

_____

Name of Bidder (Please Print) Submitted by (Signature)

The undersigned hereby certifies he has read, understands, and agrees that acceptance by Downers Grove Grade School District 58 of the Bidder's offer by issuance of a Purchase Order will create a binding contract.

_____

Name of Bidder (Please Print) Submitted by (Signature)