To All Bidders:

Sealed bids will be received until 2:30 p.m. prevailing time, on Friday, August 3, 2012 by the Board of Education of Consolidated School District No. 158 of McHenry and Kane Counties, Illinois at the Square Barn Campus, District 158 Administrative Center, 650 Academic Drive, Algonquin, Illinois for the following:

- **Flame Retardant Treatment for Stage Drapery - Bid # 2012-62a**

Proposals complying with the bid documents will be received for the projects until the specified closing time. Bids shall be submitted on or before the specified closing time in an opaque sealed envelope marked “Flame Retardant Treatment for Stage Drapery - Bid # 2012-62a” on the outside and addressed to: Dr. John Burkey, Superintendent of Schools, Consolidated School District No. 158, Administrative Office, 650 Academic Drive, Algonquin, Illinois 60102.

All Bidders must read Instructions and Terms before completing the Bid Form. Successful vendor(s) will be required to furnish an insurance certificate naming CONSOLIDATED SCHOOL DISTRICT 158 as additionally insured (see General Conditions).

Bids shall be opened publicly and the contents announced at the specified opening time and at the location immediately above. Bids received after the stated time will not be accepted and will be returned unopened.

All bids submitted shall be valid for a period of at least (60) sixty days from the date of bid opening. The only alterations, which may be allowed, will be those approved by the Board of Education. No immediate decision shall be rendered concerning the bids submitted at time of opening. In submitting this bid, it is understood that the right is reserved by the DISTRICT to reject any and all bids, or parts thereof, and it is agreed that this bid may not be withdrawn during the period of sixty (60) days from the time of the award of bid.

The contractor certifies that it is qualified to perform all services under the contract in a workmanlike and professional manner. References shall be attached and include a minimum of five references, with at least three of the references for similar job scopes over the prior five years, with the name of company, contact name and telephone number serviced.

All bidders must comply with the Illinois Statutory requirements regarding labor and bidding, including Equal Opportunity Laws.

Bidding documents will be on file and may be obtained from the Consolidated School District 158 website (www.district158.org) or by calling the office of the Director of Operations and Maintenance, 650 Academic, Algonquin, Illinois 60102, telephone (847) 659-6163, fax (847) 659-6126.

Douglas G. Renkosik, Director of Operations and Maintenance
Consolidated School District No. 158
650 Academic Drive
Algonquin, Illinois 60102
GENERAL CONDITIONS

See “Instructions to Bidders and General Conditions” included later in this document. When a bidder signs the bid form, the bidder acknowledges having read and agrees to all the conditions and terms listed in this document. In addition, the bidder must sign and include copies of the forms from that document with the bid form for a complete bid.

Any interpretation of the proposed documents will be made only by an addendum duly issued by the Director of Operations and Maintenance.

A copy of such addendum will be e-mailed to prospective bidders have submitted an Intent to Bid form in a timely fashion.

Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal.

Bidders shall acknowledge receipt of each addendum issued in the space provided on the proposal form. Oral explanations will not be binding.

SCOPE OF WORK

The bidder shall provide all labor, equipment, and materials to remove all existing curtains from the Performing Arts Center Stage, Stage Right balcony, and Stage Left balcony at Huntley High School, 13719 Harmony Road, Huntley IL 60142 for cleaning and flame-proof treatment off-site in accordance with the requirements of the specifications later in this document. Included in this work shall be:

1. Remove all draperies and stage curtains as scheduled.

2. Clean and flame proof all materials by immersion or bath method
   • Immersion to comply with manufacturer's original specification
   • It is the contractor’s responsibility to take care in handling and treating the material such that existing dimensions of the material are not distorted nor shall the material be degraded by the contractor’s handling of the materials.

3. Make any necessary repairs to all materials handled. Cost for repairs shall be provided on a time and material basis outside the bid price.

4. Sew labels on each piece of fabric at the bottom edge on back side which identify contractor’s name, date of treatment, and expiration date of treatment.

5. Repair and lubricate the tack and trolley system for the drapery in-place. The lubrication portion shall be provided for as a part of the bid price. Any repairs to the trolley system shall be provided for on a time and material basis outside the bid price.

6. Re-hang all drapery to original location

Base Bid shall provide handling, cleaning, and repairs for the inventory of material in the following list.

The bidder shall include $1,000 allowance for curtain and track repairs as a part of the bid. Final costs for repairs shall be itemized on a time and material basis after the work is completed.
INVENTORY OF DRAPERY MATERIAL

<table>
<thead>
<tr>
<th>Material</th>
<th>Fullness Added</th>
<th># of Panels</th>
<th>Panel Height</th>
<th>Panel Width</th>
</tr>
</thead>
<tbody>
<tr>
<td>25oz Red Velour</td>
<td>25%</td>
<td>2</td>
<td>32' 11&quot;</td>
<td>8' 0&quot;</td>
</tr>
<tr>
<td>25oz Red Velour</td>
<td>25%</td>
<td>1</td>
<td>32' 10&quot;</td>
<td>33' 0&quot;</td>
</tr>
<tr>
<td>25oz Black Velour</td>
<td>25%</td>
<td>2</td>
<td>24' 6&quot;</td>
<td>8' 0&quot;</td>
</tr>
<tr>
<td>25oz Black Velour</td>
<td>25%</td>
<td>1</td>
<td>32' 11&quot;</td>
<td>33' 0&quot;</td>
</tr>
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<td>8' 0&quot;</td>
</tr>
<tr>
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<td>1</td>
<td>32' 11&quot;</td>
<td>33' 0&quot;</td>
</tr>
<tr>
<td>25oz Black Velour</td>
<td>25%</td>
<td>1</td>
<td>32' 11&quot;</td>
<td>33' 0&quot;</td>
</tr>
<tr>
<td>Leno Sky Cyc</td>
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</tr>
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<td>4</td>
<td>6' 7&quot;</td>
<td>8' 0&quot;</td>
</tr>
<tr>
<td>25oz Red Velour</td>
<td>None</td>
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</tr>
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<td>None</td>
<td>4</td>
<td>6' 7&quot;</td>
<td>8' 0&quot;</td>
</tr>
</tbody>
</table>

MATERIALS TO BE UTILIZED FOR THE FLAME-PROOFING PROCESS:

a. Wetting agent - Stoddard solvent or prior approved equal
b. Flame proofing material - a product recognized by the State of Illinois, New York, California and local municipal Fire Departments. SPRAY ON WET SIDE, OR VACUUM THROUGH WILL NOT BE ALLOWED.
c. All materials used must be in compliance with the requirements of NFPA 701 and latest edition of the Illinois School Codes and use an approved applicator.

EXECUTION:

a. Remove scheduled materials from schools
b. Clean materials by immersion or bath system
c. Apply flame proofing similar to Flame-Out process
   • The application process used must be in compliance with the requirements of NFPA 701 and latest edition of the Illinois School Codes.
   • The contractor shall use an approved applicator
d. Each drapery panel shall then be individually tested to meet required 2 year warranty
e. Make all necessary repairs
f. Re-hang

QUALIFICATIONS OF BIDDERS
This applicator should have 5 years experience performing the specific type of work specified in this document and provide a list of past references as described elsewhere in these specifications.
WARRANTY:
Contractor shall provide a certificate in original form with contractor representative’s signature and date describing the materials which were flame-proofed and certifying that the process used will keep these materials flame safe for a period of 5 years from the date of issuance of certificate.

SUBMITTALS
Successful bidder shall submit the flowing in triplicate for review by the District prior to start of the work.
1. MSDS sheet and product literature on all material to be used as listed above in the specification
2. Specifications for application equipment and process to be utilized for the execution of the work described in these specifications

WORK SCHEDULE
Successful bidder must complete the work according to the schedule outlined in this section of the bid specifications. No alternative schedule is available for this work. Therefore, bidder must include any overtime costs in their bid price for the work to be done in accordance with this schedule. Bidders shall be advised that the District has scheduled the following block of time in the affected space for the absence of the drapery to be treated; December 24, 2012 thru January 4, 2013. If the contractor can not accommodate the prescheduled period for the work, it is contractor’s responsibility to accommodate the District’s schedule for availability.
1. GENERAL
   A. Bidders shall prepare their submission in compliance with the instructions in this package. ALL BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORM PROVIDED IN THIS PACKAGE.
   B. Facsimile copies of bids are not accepted.
   C. Bids must be submitted in a sealed envelope. They should be addressed to the Superintendent of Schools, School District 158 Administration Center, 650 Academic Drive, Algonquin, IL 60102.
   D. The sealed envelope with the bid should be marked in the lower left hand corner with the District bid number noted.
   E. A completed copy of the Intent to Provide Bid form must be completed, signed and submitted no later than due date listed on the form which is located later within this document.
   F. The following MUST be included in the returned bid response as a part of a complete bid. These forms must be fully completed, signed, and notarized as required on forms:
      i. One complete paper copy of the Bid Proposal Form which includes
         1. Bid Price page
         2. Certificate of Eligibility To Bid
         3. Certificate of Compliance To The Illinois Department of Human Rights
         4. Certificate of Compliance with Illinois Prevailing Wage Law
         5. Hold Harmless Agreement
         6. Equipment list
         7. Reference List
      ii. Bid Bond if required on page 2 in the specification;
   G. Bids will not be accepted after the scheduled date and time of the bid opening.
   H. On supply or equipment bids, prices quoted shall include delivery to the School District Building as indicated on the specifications.
   I. All bids must be typed or written in pen. Pencil is not acceptable. BIDS WRITTEN IN WITH PENCIL WILL BE REJECTED.
   J. The District reserves the right to reject any or all bids. Bid awards will not necessarily be made on the basis of price alone: suitability to purpose, design, quality, past service, date of delivery, responsibility and other factors deemed to be in the best interest of the District may also be considered. The District shall be the sole judge of these factors. In all instances, the decision rendered by the School Board shall be final and not subject to contest by others.

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

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

4. EXEMPTION FROM TAXES
   DISTRICT 158 is exempt from Federal, State, and Municipal taxes.

5. INVESTIGATION OF BIDDERS
   Contractors or suppliers who are bidding work for School District 158 shall submit at least five references, name, addresses, and phone numbers of similar projects done in the last four years. These should be from managers of commercial buildings or school buildings and preferably in the northwest suburban area. The five references must be for five different projects. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not qualified to accomplish the work described in the specifications in an acceptable manner.

6. RESERVATION OF RIGHTS BY THE DISTRICT
   The Board of Education reserves the right to reject any or all bids and award the bid in the best interest of the District.

7. DEPARTMENT OF HUMAN RIGHTS REGULATIONS
   All bidders must abide by and attest to the fact that they are in compliance with the Illinois Human Rights Act as amended effective July 1, 1993 (formerly the Fair Employment Practice Commission). The D.H.R. (formerly F.E.P.C.) number must be on the bid form. Bidders who do not have a D.H.R. number can satisfy this requirement by signing the enclosed Certificate of Compliance and submitting it with the bid.
8. ELIGIBILITY TO CONTRACT
Vendor, pursuant to Section 5/10-20.21(b) of the School Code, with submission of its bid certifies that neither it, nor any of its partners, or officers or owners:
A. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq., as amended;
B. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
C. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
D. Have made an admission of guilt of any of the above conduct which is a matter of record.
Vendor acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification is false.

9. CRIMINAL BACKGROUND INVESTIGATIONS
Vendor hereby represents, warrants and certifies that no officer or director of vendor has any knowledge that any employee thereof has been convicted of committing or attempting to commit any one or more of the following offenses set forth in Section 5/21-23a of the Illinois School Code or who falsifies, or omits facts from his or her employment documents.

Vendor agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all employees or applicants who may have direct contract with employees shall be required to furnish a written “Authorization for Criminal Background Information” on forms provided by the district authorizing the Board of Education to request a criminal background investigation of said person pursuant to 105 ILCS 5/10-21-9 as amended by P.A. 96-1452 and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Vendor further agrees to submit with said authorization for any costs and expenses associated with the criminal background investigation.

Vendor further represents, warrants and certifies that no employee or applicant with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, including the Sex Offender Registry Act, and the Statewide Child Murder and Violent Offender Against Youth Database shall be employed thereby in any position that involves or may involve contact with the students of the school district.

10. NONDISCRIMINATION
Vendor, certifies with submission of a bid, that it does not engage in discriminatory practices regarding employment or delivery of or access to services and programming and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C.12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations promulgated there under.

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

11. PREVAILING WAGE LAW
Contractors are required to pay no less than the prevailing wage for all laborers, workers and mechanics performing work under contract with Consolidated School District 158. Also, it is required that the contractor shall provide assurance such as with a bond or letter containing a statement that will guarantee faithful performance in regard to the prevailing wage law. Enclosed is a form letter which if signed, notarized, and returned with your proposal will satisfy this requirement. Contractors who award portions of their work to subcontractors shall provide it’s subcontractors with such a written statement as well.

Payment of Prevailing Wage
This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage...
rates, please refer to the Illinois Department of Labor’s website at: http://www.state.il.us/agency/idol/rates/rates/HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Record-Keeping Responsibilities

All contractors and subcontractors who work for Consolidated School District 158 on public works construction projects must create, and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS § 130/5(a)(1).

These records must include each worker’s name, address, telephone number (if available), social security number, classification(s) hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. Each contractor and subcontractor is required to make these records available for inspection by Consolidated School District 158’s agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days notice. See 820 ILCS § 130/5(a) (1), (b).

Certified Payroll Records

All contractors or subcontractor participating in a public works project for Consolidated School District 158 must comply with the requirements of House Bill 188 Prevailing Wage Payroll Reporting (820 ILCS 130/5) which requires all contractors and their subcontractors participating on public works projects must submit monthly a certified payroll to Consolidated School District 158 according to the Directive from the Office of the Attorney General of the State of Illinois in a letter dated 12-18-08 regarding the Illinois Prevailing Wage Act (“Act”), 820 ILCS section 130/0.01, et seq. The monthly Certified Payroll shall also include a statement signed by the contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor. See 820 ILCS § 130/5 (a)(2).

12. INSURANCE REQUIREMENTS

See (Sample) Contract Requirements – Section 15.

CERTIFICATE OF INSURANCE FORM

The following wording must appear in the section, Description of Operations/Locations/Vehicles/Restrictions/Special Items:

School District #158 is named as additional insured as their interests may appear with respect to General Liability.

Work cannot begin nor will any payments be issued until the Certificate of Insurance has been received with School District #158 being named as additional insured.

13. FORCE MAJEURE

The parties to any contract shall be excused from performance during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, or power failure or reduction, provided that: satisfactory evidence thereof is presented to the District, and provided further that it is satisfactorily established that the non-performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in these specifications shall be adjusted by a period of time equal to such time lost because of the stated condition.

14. SIGNATURE CONSTITUTES ACCEPTANCE

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

15. BID BOND

Each bid shall be accompanied by a bid bond in the amount of 10% of the total amount bid issued by a properly licensed commercial surety. The bid bond shall be given as a guarantee that the bidder will supply the items in accordance with specifications and prices bid. Bid security in the form of a Cashier Check will be accepted in lieu of a bid bond. The cashiers check or irrevocable letter of credit from bidder’s bank on their letterhead signed by authorized bank officer, must be in the amount equal to 10% of the bid. Bid security in the form of a a bid bond issued by a surety having a “Best” rating of A- or better and licensed to conduct business in the state where the Project is located and named in the current list of “Surety Companies Acceptable on Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The successful bidder’s bond will be retained by the District until a contract is signed and full delivery and installation is complete.
16. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A 100% performance and payment bond is REQUIRED for all of the scope of work in this bid. The Bonds must be issued by a properly licensed commercial surety having a “Best” rating of A- or better. The bidder shall deliver said bond to the Owner not later than the date of execution of the Contract. Proof that installation labor has been completed in compliance with the State of Illinois guidelines concerning the rate of Prevailing Wages must be furnished to the District before such performance and payment bond will be released. The District will consider proposals to provide an institutional letter of credit in lieu of a performance bond. Such proposals must include disclosure of the terms of the letter of credit for review and consideration by the District. Under no circumstances shall the District be obligated to accept a letter of credit rather than a proper performance and payment bonds. The Performance and Payment Bonds shall extend for a period of four years after the date of final inspection and acceptance of the Work by the Owner, and are not intended to include the additional warranty period(s) specified for the Work.

17. PAYMENTS

On District projects, a 10% retainer fee will be held if applicable, until all punch list items are completed and approved by the Director of Operations and Maintenance. The School District #158 processes checks once a month. The deadline for receiving invoices is the Friday before the last Thursday of the month preceding the payment month. Payment shall be considered for approval at the regular Board meeting (generally the third Thursday of the month). Payment will follow meeting approval.

18. LIEN WAIVERS

Waivers of lien from prime contractor, prime contractor’s supplier(s), subcontractor(s), and subcontractors’ supplier(s) must accompany each request for payment. Contractor must furnish the names of all subcontractors and a schedule of values with each pay request. Partial waivers must list a dollar amount. All final waivers must state “Paid in Full” in place of a dollar amount. Final payment will not be released until final waivers marked “Paid in Full” are submitted for all subcontractors, suppliers and prime contractor. All waivers must be accompanied by a sworn statement listing subcontractors and suppliers, the amounts of their contracts and the amounts requested.

19. EXAMINATION OF SITE

Before submitting a bid, the contractor should visit the site and is responsible for knowing the conditions affecting the work. Failure to visit the site(s) shall not be accepted as a valid reason for any changes by the successful bidder.

20. SAFETY

The contractor is responsible for making sure that all conditions are safe for pedestrians and workers. Any precautionary measures such as warning signs, barricades, etc., that might be necessary shall be at the expense of the contractor and provided for in the quoted price.

21. WORKMANSHIP

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

22. CONSTRUCTION DEBRIS DISPOSAL

Contractors shall not use DISTRICT 158’s refuse dumpsters for debris brought to the jobsite or created at the jobsite by the contractors work onsite. This includes demolition debris.

23. CLEAN-UP

The contractor is responsible for keeping the job site clean at all times. Also, after the job is completed, he is responsible for removing all tools, equipment, excess material and debris from the site and leaving the area in a clean condition that meets the approval of the Director of Operations and Maintenance or his designee. Final cleaning shall be completed to the School District’s satisfaction.
24. CHANGE IN SCOPE
   Contractors and sub contractors must receive prior written approval from DISTRICT 158’s Operations and Maintenance Office before proceeding with any work which is a change in scope and/or additional cost (a change order) to DISTRICT 158.

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

26. MATERIAL SAFETY DATA SHEETS
   All contractors performing work in DISTRICT 158 Buildings shall submit, to the Operations and Maintenance Office, copies of Material Safety Data Sheets (MSDS) on all building materials to be used in accordance with the Illinois Department of Labor’s Hazardous Communication Program Regulations prior to the commencement of work. Contractors must maintain a legible copy of these MSDS sheets on file at the job site at all times while construction is in progress. Periodic District checks may be performed, contractor must be able to furnish information on demand. Contractor must provide adequate control measures to protect the occupants of the building before, during, and after the use of any building materials which contain hazardous ingredients. Contractors who must use building materials which contain hazardous ingredients must review with and get approval on the intended control measures prior to the commencement of the work.

In addition, all contractors who are to perform work at DISTRICT 158 facilities must make their employees aware of DISTRICT 158’s Hazardous Communication Program. DISTRICT 158 has a copy of all MSDS sheets on products at the building which the District has purchased. The binder containing those MSDS sheets is in the health office of each building. If any contractor’s employee would like a copy of DISTRICT 158’s Hazardous Communication Plan procedure or a particular MSDS sheet of a particular material the DISTRICT 158 has delivered to the site from a source other than the contractor, please see the custodians at the building to get a copy duplicated.

27. CONTRACT
   A. The Agreement between the Owner and the Contractor for the Work will be AIA A101 Standard Form of Agreement Between Owner and Contractor, 1997 Edition.

28. SUBSTITUTIONS
   A. The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
   B. A Contractor only (not distributor, representative, or other person in like capacity) may request of the Owner/Architect/Engineer a statement a minimum of 5 days prior to bid opening, concerning acceptability of any material or device which the Contractor is uncertain of as to compliance with the Contract Documents. It shall be the sole responsibility of the Contractor to transmit such requests in writing only in a full and complete manner accompanying the request with all data necessary for qualification of the article and at such a date as to allow reasonable time for the examination thereof. Such data may include structural analysis, drawings, including specific details pertaining to the Project, Project Manual and modifications, and any other information deemed necessary by the Owner/Architect/Engineer. All costs incidental to the submission of this data are to be borne by the submitting Contractor.
   C. The Owner/Architect/Engineer will examine such requests to the extent possible, but there shall be no guarantee that all requests can be examined, nor will the Owner/Architect/Engineer examine requests accompanied by inadequate data, that are received too late to be qualified, or are received after the last Addendum to the Project Manual has been issued.
   D. If the Owner/Architect/Engineer approves any proposed substitutions, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner. Approved substitutions may include modifications to submitted material deemed necessary by the Owner/Architect/Engineer to conform to the established standard of required function, dimension, appearance and quality set forth in the Contract Documents and shall be binding with regard to the performance of the Work, if accepted.
29. CONTACT WITH STUDENTS

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

A. On days when school is in session the trades should not be allowed into areas where students are during the school day. Therefore the bidder shall plan all work that needs to take place in halls and other rooms (like running power to the space, etc.) to be done other than during school hours.

B. Emergency access to student occupied school areas is only allowed if the tradesmen enter the front door and proceed to the main office directly, sign in and get a visitors badge before entering or if a District employee accompanies the tradesman at all times.

C. If tradesmen must be in student occupied areas alone where they may have direct contact due to extenuating circumstances, those tradesmen must have a full criminal background check completed by the State of Illinois and District ID badges prior to gaining access. The background checks will be at the bidder’s expense and the badges will be purchased from the District by the bidder at the published District employee replacement cost at the time of the purchase.

D. For contractors that have frequent need to access and work in areas of the buildings where the possibility of direct student contact is often necessary, the contractor should have his affected employees submit to the fingerprint and background check so that they can effectively perform the work that they are to do.
SAMPLE AGREEMENT BETWEEN DISTRICT 158 AND CONTRACTOR

AGREEMENT made as of the _______________ day of __________________ in the year Two Thousand and Twelve.
(In words, indicate day, month and year)

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

Consolidated School District 158
650 Academic Drive
Algonquin, IL 60102

and the Contractor:
(Name, address and other information)

the Project in:
(Name and location)

District 158 and Contractor agree as follows.
1. **THE WORK OF THIS CONTRACT**
The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

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

   Liquidated Damages - *Not Applicable*

3. **CONTRACT SUM**
District 158 shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be __________________________ dollars and ______ Centers ($__________) subject to additions and deletions as provided in the Contract Documents.

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

Unit Prices, if any, are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Price ($0.00)</th>
</tr>
</thead>
</table>

**Progress Payments**
Based upon Applications for Payment, District 158 shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The deadline for receiving invoices is the Tuesday before the last Thursday of the month proceeding the payment month. Payment shall be considered for approval at the regular Board meeting (generally the third Thursday of the month). Payment will follow meeting approval.

4. **ENUMERATION OF CONTRACT DOCUMENTS**
The Contract Documents are listed in Article 5 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

The Supplementary and other Conditions of the Contract are those contained in the Project Manuel dated ________________, and as follows:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Sections</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
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The Addenda, if any, are as follows:

<table>
<thead>
<tr>
<th>Sections</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
</table>
CONSOLIDATED SCHOOL DISTRICT 158
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7/16/2012

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

SAMPLE CONTRACT

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

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

GENERAL CONDITIONS

5. GENERAL PROVISIONS

A. Contract Documents: The Contract Documents consist of this Agreement with Conditions of the contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work. The intent of the contract Documents is to include all terms necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

B. The Contract: The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral; however, the instructions to bidders are included as an integral part of the contract. Should there be a conflict, the District reserves the right to apply the provision favorable to the District. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than District 158 and Contractor.

C. The Work: The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or part of the Project.

D. Execution of the Contract: Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

E. Ownership and Use of Drawings, Specifications and Other Instruments of Service: The Drawings, Specifications and other documents, including those in electronic form, are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents unless otherwise indicated in writing.

6. DISTRICT 158

A. Information and Services Required of District 158

i. District 158 shall furnish and pay for surveys and a legal description of the site if required.

ii. The Contractor shall be entitled to rely on the accuracy of information furnished by District 158 but shall exercise proper precautions relating to the safe performance of the Work.

iii. Except for permits and fees which are the responsibility of the Contractor under the contract Documents, District 158 shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities if required.

B. District 158’s Right to Stop the Work: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, District 158 may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of District 158 to stop the Work shall not give rise to a duty on the part of District 158 to exercise this right for the benefit of the Contractor or any other person or entity.

C. District 158’s Right to Carry Out the Work: If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract,
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
SAMPLE CONTRACT

7. CONTRACTOR
A. Review of Contract Documents and Field Conditions by Contractor
   i. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by District 158, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to District 158 as a request for information in such form as District 158 may require.
   ii. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to District 158 but it is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

B. Supervision and Construction Procedures
   i. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to District 158 that such means, methods, techniques, sequences or procedures may not be safe.
   ii. The Contractor shall be responsible to District 158 for acts and omissions of the Contractor’s employees. Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors if applicable.

C. Labor and Materials
   i. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
   ii. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
   iii. The Contractor shall deliver, handle, store and install materials in accordance with manufacturers’ instructions.
   iv. The Contractor may make substitutions only with the consent of District 158, after evaluation by District 158 or his representative, and in accordance with a Change Order.

D. Warranty: The Contractor warrants to District 158 that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

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

F. Permits, Fees and Notices
i. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

ii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify District 158 if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statues, ordinances, building codes, and rules and regulations without such notice to District 158, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

G. Submittals
   i. The Contractor shall review for compliance with Contract Documents, approve in writing and submit to District 158 Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals.

   ii. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

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

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

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

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

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

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

   ii. In claims against any person or entity indemnified under the above by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

8. DISTRICT 158’S ADMINISTRATION OF THE CONTRACT
   A. District 158 will provide administration of the Contract (1) during construction, (2) until final payment is due and (3) from time to time during the one-year period for correction of Work described in Section 16.B.
   B. District 158 will have authority to reject Work that does not conform to the Contract Documents.
   C. District 158 will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Document.
D. District 158 will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Contractor.

E. Claims and Disputes

i. Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by District 158 but excluding those arising under protection of persons and property shall be referred initially to District 158 for decision in a timely manner.

ii. If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by District 158, by mediation or by arbitration.

iii. The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by written agreement of the parties or court order.

iv. Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

9. SUBCONTRACTORS

A. A Subcontractor is a person or entity who has direct contract with the Contractor to perform a portion of the Work at the site.

B. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practical after award of the Contract, shall furnish in writing to District 158 the names of the Subcontractor for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom District 158 has made reasonable and timely objection.

C. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by the Contract Documents, assumes toward District 158.

10. DISTRICT 158’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

A. District 158 reserves the right to perform construction or operations related to the Project with District 158’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by District 158, the Contractor shall make such claim as provided.

B. The Contractor shall afford District 158 and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s activities with theirs as required by the Contract Documents.

C. District 158 shall be reimbursed by the Contractor for costs incurred by District 158 which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

11. CHANGES IN THE WORK

A. District 158, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by District 158, Contractor, or by written Construction Change Directive signed by District 158.
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SAMPLE CONTRACT

B. The cost or credit to District 158 from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the contractor’s cost of labor, material, equipment, and reasonable overhead and profit as agreed to with District 158 prior to commencement of the Work.

C. District 158 will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on District 158 and contractor. The Contractor shall carry out such written orders promptly.

D. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

12. TIME

A. Time limits stated in the Contract Documents are of the essence of the contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period of performing the Work.

B. The date of Substantial Completion is the date certified by District 158 in accordance with Section 13.D.ii.

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

13. PAYMENTS AND COMPLETION

A. Applications for Payment

i. Payments shall be made as provided in Article 3 of this Agreement. Applications for Payment shall be in a form satisfactory to District 158.

ii. The Contractor warrants that title to all Work covered by an Application for Payment will pass to District 158 no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from District 158 shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to District 158’s interests.

B. Certificates for Payment

i. The issuance of a Certificate for Payment will constitute a representation to District 158, that the Work has progressed to the point indicated and that, to the best of the Contractor’s knowledge, information and belief the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correlation of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by District 158. The issuance of a Certificate for Payment will further constitute a representation that the contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that District 158 has (1) made exhaustive or continuous onsite inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by District 158 to substantiate the Contractor’s right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

ii. District 158 may withhold payment in whole or in part, to the extent reasonably necessary to protect District 158. If in District 158’s opinion the representations to District 158 required by section 13.B.i. cannot be made. District 158 may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary to protect District 158 from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 7.B.ii, because of:

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to District 158 is provided by the Contractor;
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3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to District 158 or another contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. persistent failure to carry out the Work in accordance with the Contract Documents.

iii. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

C. Payments to the Contractor

i. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from District 158, out of the amount paid to the Contractor on account of such Subcontractor’s portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

ii. District 158 shall not have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

iii. A Certificate of Payment, a progress payment, or partial or entire use or occupancy of the Project by District 158 shall not constitute acceptance of Work not in accordance with the Contract Documents.

D. Substantial Completion

i. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that District 158 can occupy or utilize the Work for his intended use.

ii. When requested by the Contractor, District 158 determines that the Work or designated portion thereof is substantially complete, District 158 will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of District 158 and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of final acceptance of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

E. Final Completion and Final Payment

i. Upon receipt of written notice from the contractor that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, District 158 will promptly make such inspection and, when District 158 finds the Work acceptable under the Contract Documents and the Contract fully performed, District 158 will promptly issue a statement that the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

ii. Final payment shall not become due until the Contractor has delivered to District 158 a complete release of all items arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to District 158 to indemnify District 158 against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to District 158 all money that District 158 may be compelled to pay in discharging such lien, including costs and reasonable attorneys’ fees.

iii. The making of final payment shall constitute a waiver of claims by District 158 except those arising from:
1. liens, claims, security interests or encumbrances arising out of this Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents; or
3. terms of special warranties required by the Contract Documents.

iv. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for payments.

14. PROTECTION OF PERSONS AND PROPERTY
15. INSURANCE REQUIREMENTS

A. Safety Precautions and Programs: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
   i. employees on the Work and other persons who may be affected thereby;
   ii. the Work and materials and equipment to be incorporated therein; and
   iii. other property at the site or adjacent therein.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.

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

15. INSURANCE REQUIREMENTS

A. The successful bidder shall expressly bind himself/herself to defend and save the District harmless from all suits or actions of every name and description including Scaffolding Act Liability. Successful bidder shall carry insurance, in company or companies acceptable to the District, for Worker’s Compensation, Commercial General Liability, and Automobile liability.

B. Each bidder shall submit as part of the bid, a certification of insurance in force to meet the above specifications. That certificate shall name CONSOLIDATED SCHOOL DISTRICT 158 as an additional insured and shall state that all insurance listed above is primary. CONSOLIDATED SCHOOL DISTRICT 158 shall be notified 30 days prior to any material change in the insurance.

C. Workman’s Compensation - Statutory - meet minimum requirements for State of Illinois work.

D. Comprehensive General Liability Insurance: The successful bidder shall maintain at all times during the contract Comprehensive Liability Insurance (including Broad Form Property Damage) with limits for combined bodily injury and property damage of not less than $1,000,000 for each occurrence and not less than $1,000,000 aggregate.

E. District 158’s Protective Liability: The successful bidder shall maintain at all times during the contract District 158’s Protective Liability with limits for combined bodily injury and property damage of not less than $1,000,000 for each occurrence and not less than $1,000,000 aggregate.

F. Comprehensive Auto Liability Insurance: The successful bidder shall maintain at all times during the contract Comprehensive Auto Liability with limits for combined bodily injury and property damage of not less than $1,000,000 for each occurrence and not less than $1,000,000 aggregate.

G. Excess Liability: An umbrella policy is required with minimum limits of $5,000,000 per occurrence and will apply to both bodily injury and property damage. The umbrella policy shall apply over all primary coverage and limits of liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions that do not appear in the underlying policies.

H. Owned/Rented Equipment Insurance: The Contractor shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance deemed necessary to protect the Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffoldings, staging, towers and forms owned or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor; Contractor shall require same coverage of Subcontractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate District 158, or their agents and employees for any losses of owned or rented requirement. It is expressly understood and agreed that District 158 shall have no responsibility therefore, the Contractor secures such
insurance the insurance policy shall include a waiver of subrogation clause as follows: “It is agreed that in no event shall this insurance company have any right of recovery against District 158 or their agents.”

I. Contractor’s Obligation: The procuring of the insurance required under this Contract shall be considered solely as securing Contractor’s obligation or liabilities assumed under the Contract. Contractor shall remain fully liable and responsible for all such obligations, whether or not the insurance provided by the Contractor is approved by District 158.

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

16. CORRECTION OF WORK
   A. The Contractor shall promptly correct Work rejected by District 158 or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for District 158’s services and expenses made necessary thereby, shall be at the Contractor’s expense.
   B. In addition to the Contractor’s obligations under Section 7.D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 13.D.ii. or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from District 158 to do so unless District 158 has previously given the Contractor a written acceptance of such condition. District 158 shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if District 158 fails to notify the Contractor and give the Contractor an opportunity to make the correction, District 158 waives the rights to require correction by the Contractor and to make a claim for breach of warranty.
   C. If the Contractor fails to correct nonconforming Work within a reasonable time, District 158 may correct it and make claim against contractor for cost of correction.
   D. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

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

18. TERMINATION OF THE CONTRACT
   A. Termination by the Contractor: If District 158 fails to recommend payment for a period of 45 days through no fault of the Contractor, or if the District 158 fails to make payment thereon for a period of 45 days, the Contractor may, upon seven additional days’ written notice to District 158, terminate the Contract and recover from District 158 payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead applicable to the Project.
   B. Termination by District 158
      i. District 158 may terminate the Contract if the Contractor:
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

SAMPLE CONTRACT

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

ii. When any of the above reasons exists, District 158 may, without prejudice to any other remedy District 158 may have and after giving the Contractor seven days’ written notice, terminate the contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method District 158 may deem expedient. Upon request of the contractor, District 158 shall furnish to the Contractor a detailed accounting of the costs incurred by District 158 in finishing the Work.

iii. When District 158 terminates the Contract for one of the reasons stated in Section 18.B.i., the Contractor shall not be entitled to receive further payment until the Work is finished.

iv. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for services and expenses made necessary thereby, and other damages incurred by District 158 and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to District 158. The amount to be paid to the Contractor or District 158, as the case may be, shall survive termination of the Contract.

19. OTHER CONDITIONS OR PROVISIONS

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

____________________________________  ______________________________________
DISTRICT 158 (Signature)            CONTRACTOR (Signature)

(Printed name and title)           (Printed name and title)
Intent to Provide Bid Form

This form acknowledges receipt of this RFP and states whether the supplier intends to submit or not submit a Bid. The District requires a response, to this section, from all potential bidders receiving this Bid Specification no later than 3:30 p.m. seven days prior to the bid due date.

Company Name/Address:

supplier contact (Please list main contact and alternate):

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
<th>E-MAIL ADDRESS</th>
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___ We DO plan to submit a proposal for this project.

___ We DO NOT plan to submit a proposal

We would appreciate an indication of the reason(s) for declining to submit a proposal (if applicable):

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

_____________________________________     ____________________________________
Authorized Signature     Date

_____________________________________     ____________________________________
Printed Name        Title

Bidders shall return this form to the attention of Doug Renkosik at the CSD 158 Operations and Maintenance Office via fax (847) 659-6126 AND/OR email to drenkosik@district158.org and jwilhelm@district158.org no later than due date listed on page one of the bid form.
TO: SCHOOL DISTRICT #158
650 Academic Drive
Algonquin, IL. 60102

FROM: (Company Name)

FOR: Flame Retardant Treatment for Stage Drapery - Bid # 2012-62a

BASE BID - $ __________________________
Price includes all necessary labor, equipment, and material for completing work as outlined in the bid specifications

Bidder shall provide test reports on material to be provided as a part of the bid along with the bid form for a complete bid.

Bidder agrees to complete work within ____ weeks after contract is awarded.

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

If Bidder Product deviates from specifications in any manner, the Bidder must spell out specific deviations on attachment to bid.

I have carefully examined the instructions and specifications and have examined the site where the work is to take place. If awarded a purchase order within sixty (60) days, I agree to furnish all labor and materials required to complete the work described in these documents in accordance with the terms that have been outlined. I agree to be bound by all provisions of the bid documents should I be awarded the bid via purchase order.

__________________________________  By (Signature)
Company Name

__________________________________  Title
Address

__________________________________  ____________________  ____________________
City                        State                Zip Code

(____)_________________________  (____)_________________________
Telephone No.       Fax No.

D.H.R. # _____
CERTIFICATE OF ELIGIBILITY TO BID

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

________________________
Date Name of Contractor/Company

________________________
Street Address City, State, Zip

________________________
Title of Officer Name of Officer (Please Print)

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

Signed: ________________________________
By: ________________________________
Title: ________________________________
Date: ________________________________

Certificate of Compliance
To the
Illinois Department of Human Rights Regulations
Certificate of Compliance with the Illinois Prevailing Wage Law

TO: Mr. Doug Renkosik  
   Director of Operations and Maintenance  
   SCHOOL DISTRICT 158

Dear Mr. Renkosik,

This letter is to certify that ________________________________________________

Name of Company

is in compliance with Chapter 48 and all amendments pertaining to the payment of prevailing wages (as established by the Department of Labor) to all laborers, workers and mechanics performing work under this contract.

Official Address: ________________________________________________________________________________

__________________________________ ___________________________ _______________________________
City, State                                                     County                                                     Date

_________________________________________ ___________________________________________
Signature                                   Title

Telephone Number (with area code) __________________________

Sworn and subscribed on the _______day of ______________________, 20______, before me, notary public, appointed in __________________________ County for the State of IL

_________________________________________ _________________________________________________
Signature of Notary    Name Typed or Printed

(seal)

My commission expires: __________________________

__________________________________ ___________________________ ___________________________
Month           Day              Year                           City of Residence                                      County
CONSOLIDATED SCHOOL DISTRICT 158
HOLD HARMLESS AGREEMENT

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

Company Name

By (Sign Name)

Address

Title

Sworn and subscribed on the _______day of _________________, 2010,

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

______________________________
Signature of Notary

______________________________
Name Typed or Printed

(seal)

My commission expires:

__________________________   __________________________
Month       Day        Year                  City of Residence                  County
Name of Contractor (Bidder) _________________________________________________________

EQUIPMENT TO BE UTILIZED FOR THE COMPLETION OF THIS WORK INCLUDES..................

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<th>Equipment Type</th>
<th>Quantity to be Provided</th>
<th>Manufacturer and Model</th>
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Name of Contractor (Bidder) ____________________________________________________________

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

1. Name ____________________________
   Address ____________________________________________________________
   City ____________________________
   Contact Person ____________________________
   Telephone ____________________________

2. Name ____________________________
   Address ____________________________________________________________
   City ____________________________
   Contact Person ____________________________
   Telephone ____________________________

3. Name ____________________________
   Address ____________________________________________________________
   City ____________________________
   Contact Person ____________________________
   Telephone ____________________________

4. Name ____________________________
   Address ____________________________________________________________
   City ____________________________
   Contact Person ____________________________
   Telephone ____________________________

5. Name ____________________________
   Address ____________________________________________________________
   City ____________________________
   Contact Person ____________________________
   Telephone ____________________________