



**Bid Specifications 2025  
Downers Grove South  
Bus, Visitor, and Staff Lot  
Asphalt Replacement**

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## **PART 1 - INFORMATION FOR BIDDERS**

### ***1.01 - Description***

- A. Sealed proposals for all equipment and services as outlined in the attached document for **Community High School District 99, Downers Grove, Illinois**, shall be received at the office of the **Purchasing Agent** on or before **10:00 a.m. on January 31, 2025**, at the **Administrative Service Center, 6301 Springside Avenue, Downers Grove, Illinois 60516**.
- B. It is the intent that these Specifications admit to adequate competition. Bidders are required to quote items as specified, but they may also submit equal or superior products (in which case, **manufacturer's specifications may be required**), provided such products are listed separately.
- C. The quantities indicated are a reasonable estimate at this time. The Board of Education reserves the right to revise any and all quantities up to the sixty (60) day period.

### ***1.02 - 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.

### ***1.03 - Discrepancies - Addenda***

Should a bidder find, during the examination of the contract documents or after his visit to the site, any discrepancies, omissions, ambiguities, or conflicts in or among the contract documents, or should he be in doubt as to their meaning, he shall at once bring the questions to the attention of the Owner for answer and interpretation. The Owner will review the question and, where information sought is not clearly shown on the contract Drawings or specified, will issue an addendum to all bidders in which the interpretation will be made. All addenda to bidders are to be incorporated in the bids and will become a part of the contract documents. **No oral interpretation** by the Owner will be binding; only instructions in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than **three (3) working days prior** to the date set for receipt of bids.

***Section 00100 - 1***

#### ***1.04 - Bid Security***

**NOT APPLICABLE**

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#### ***1.05 - Qualification of Bidder***

- A. The Owner may take such investigation as it deems necessary to determine the ability of the bidder to perform.
  - B. The bidder shall furnish all materials and labor required to complete the job to the Owner's satisfaction. The bid proposal shall include demolition, products, and installation.
  - C. The Owner reserves the right to reject any or all bids, to waive any informality in bidding, and to award the contract in the best interest of the Owner. No proposal may be withdrawn for a period of **sixty (60) days** after the time set for opening bids.
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#### ***1.06 - Communications***

All communications, requests, and so forth, shall be addressed to the **Facility and Operations Department**:

**Samantha Zea**  
Administrative Service Center  
6301 Springside Avenue  
Downers Grove, Illinois 60516  
Phone: (630) 795-7142

***Section 001- 2***

## ***1.07 - Equal Employment Opportunity Agreement***

During the performance of this contract, the vendor agrees as follows:

**A. Non-Discrimination Clause:**

The vendor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. The vendor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to these factors. This includes, but is not limited to, 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.

**B. Posting Requirements:**

The vendor agrees to post, in conspicuous places available to employees and applicants for employment, notices provided by the local public agency outlining the provisions of this non-discrimination clause.

**C. Advertising Compliance:**

The vendor will state, in all solicitations or advertisements for employees placed by or on behalf of the vendor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.

**D. Subcontractor Compliance:**

The vendor will include the foregoing provisions in all subcontracts for any work covered by this contract, so the provisions are binding upon each subcontractor. However, these provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**E. Conflicting Provisions:**

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. Drawings and Specifications shall prevail over both general and special conditions.

### ***1.08 - Prevailing Rate of Wage***

- A. All contracts for work herein are subject to the provisions of Chapter 48, Sections 39s-1 through 39s-12 of the Illinois Revised Statutes, which require the payment of the prevailing rate of wage to all laborers, workmen, and mechanics engaged in the work.
  - B. If, during the course of the work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, the Owner will notify the vendor of the change. The vendor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the vendor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage, as described above, shall not result in an increase in the contract sum.
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### ***1.09 - Method of Payment***

- A. The Board of Education approves payment of invoices once a month at its regularly scheduled business meeting, usually held on the third Monday of the month. Invoices received by the 1st of the month are assured of being paid that month, provided they meet administrative approval. Invoices received after the 1st of the month may be held for payment until the following month.
- B. The District will not entertain pre-payment invoices, deposit requests, or down payments unless previously approved and explicitly stated in the Specifications, Contract Documents, or Purchase Order.

C. Bid Bond

The successful bidder shall, upon acceptance of their bid, be required to procure and pay for a Performance Bond and Labor and Material Payment Bond in an amount equal to 100% of the bid. These bonds shall comply with all applicable laws of the State of Illinois governing public contracts let by governmental units. Bid security, in the form of a Bid Bond, certified check, or cashier's check made payable to Community High School District 99, must be submitted with the bid. The bid security amount must not be less than 10% of the Base Bid. A fully executed and compliant Bid Security must accompany the Bid Form.

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***End of Section***

***Section 001- 4***

**Bid Proposal Form**

The undersigned bidder, being familiar with the "Contract Documents" pertaining to said work, including Information for Bidders, the Bid Proposal Form, and all authorized Addenda distributed by the owner, hereby proposes to furnish all labor, materials, tools, equipment, and all services necessary to perform and complete, in a satisfactory and workmanlike manner, in accordance with said "Contract Documents," all the work described herein.

**Bidder hereby acknowledges the receipt of the following Addenda (if any) distributed by the owner:**

**Addendum No.:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum No.:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum No.:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

The owner reserves the right to add to, or deduct from, any item herein set forth or delete in total as its best interest may be served, in which event the "Contract Amount" will be altered in accordance with the increase or decrease of the item description affected.

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**Contract Bid Amounts**

**A. Total Base Bid:**

\$ \_\_\_\_\_

**B. Total Alternate Bid:**

\$ \_\_\_\_\_

**C. Timeline:**

**Start Date:** \_\_\_\_\_

**Completion Date:** \_\_\_\_\_

**TO:**  
Board of Education  
Community High School District 99  
6301 Springside Avenue  
Downers Grove, Illinois 60516

**FROM:**  
**Name of Vendor:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

- Individual
- Partnership
- Corporation

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**ZIP Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Signature of Bid Preparer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

**FOR:**  
Community High School District 99  
6301 Springside Avenue  
Downers Grove, Illinois 60516

In accordance with the Contract Documents as prepared by Samantha Zea.

*Section 002-2*



**Contractor's Certification**

Bid Proposal

\_\_\_\_\_, as part of its proposal on a contract for  
**Name of Bidder**

\_\_\_\_\_  
**General Description of item(s) bid on**

Contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of Illinois Revised Statutes.

\_\_\_\_\_  
**Authorized Agent of Bidder**

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20.

\_\_\_\_\_  
**Notary Public**

**CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees that if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

**Firm:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

**(Printed Name & Title):** \_\_\_\_\_

**SUBSCRIBED AND SWORN TO before me**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT**

**AFFIDAVIT:** "I (we) hereby certify and affirm that if awarded a contract with Community High School District 99, we will comply fully with the 'Illinois Prevailing Wage Act' (Ill. Rev. Stat., 1987 Ch. 48, Sections 39s-1-12 as amended by Public Act 86-693 and 86-799 effective January 1, 1990, and any other amendments effective thereafter). We further understand that current prevailing wage standards are included in the Supplementary General Conditions."

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

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for **Community High School District 99**, Downers Grove, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 39s-1-12 as amended by Public Act 86-693 and 86-799 effective January 1, 1990).

**Firm:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

**(Printed Name & Title):** \_\_\_\_\_

**SUBSCRIBED AND SWORN TO before me**

This \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
NOTARY PUBLIC

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to Community High School District No. 99 prior to commencement of work on the Project.

**By:** \_\_\_\_\_  
(Authorized Agent of Contractor, Name and Title)

**SUBSCRIBED AND SWORN to before me**  
This \_\_\_\_\_ day of \_\_\_\_\_, 20

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**NOTARY PUBLIC**

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn, depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for **[Firm Name]**, which has submitted a proposal to **Community High School District No. 99** for **[Project/Work Name]**, and I hereby certify that **[Firm Name]** is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

1. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**By:** \_\_\_\_\_  
(Authorized Agent of Contractor, Name and Title)

**SUBSCRIBED AND SWORN to before me**  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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NOTARY PUBLIC

**SEXUAL HARASSMENT POLICY**

\_\_\_\_\_, having submitted a bid for \_\_\_\_\_  
[Project/Work Name] to **Community High School District No. 99**, hereby certifies that said contractor has a  
written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(4).

**By:** \_\_\_\_\_  
(Authorized Agent of Contractor, Name and Title)

**SUBSCRIBED AND SWORN to before me**  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

## **EQUAL EMPLOYMENT OPPORTUNITY**

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further, it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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### **ACKNOWLEDGED AND AGREED TO:**

**By:** \_\_\_\_\_  
(Authorized Agent of Contractor, Name and Title)

**DATE:** \_\_\_\_\_

**CERTIFICATE OF BIDDER ELIGIBILITY**

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

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

[Firm Name], as part of its bid for the work for Community High School District 99, Downers Grove, Illinois, DuPage County, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

**Firm:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

**(Printed Name & Title):** \_\_\_\_\_

**SUBSCRIBED AND SWORN TO before me**  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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**NOTARY PUBLIC**



**CRIMINAL CODE CERTIFICATION**

**AS REQUIRED BY:**

STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11

I, the individual whose signature appears below on this bid/contract for [Project Name], hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

**By:** \_\_\_\_\_  
Authorized Agent of Contractor (name and title)

**SUBSCRIBED AND SWORN to before me**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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**NOTARY PUBLIC**

**NON-COLLUSION AFFIDAVIT**

**AFFIDAVIT:** "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

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

\_\_\_\_\_, as a part of its bid for the \_\_\_\_\_ work for Community High School District 99, Downers Grove, Illinois, certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

**Firm:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

**(Printed Name & Title):** \_\_\_\_\_

**SUBSCRIBED AND SWORN TO before me**  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

**NOTARY PUBLIC**

## CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants, and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit any of the following offenses as outlined in the "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), 5/12-16 (Aggravated criminal sexual abuse), and/or offenses defined in the "Cannabis Control Act," 720 ILCS 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq.) and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who 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 to this certification. All applicants for such employment shall furnish with their applications the attached written "**Authorization for Criminal Background Information**" form authorizing the Board of Education to request a criminal background investigation of the applicant pursuant to Section 5/10-21.9 of the School Code of Illinois, and to receive criminal history record information to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. The contractor further agrees to submit payment for any costs associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing or attempting to commit any of the above enumerated offenses shall be employed in any position that involves or may involve contact with students of the school district.

**Firm:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

**(Printed Name & Title):** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **CRIMINAL BACKGROUND INVESTIGATION**

The undersigned hereby authorizes the Board of Education of Community High School District 99, Downers Grove, Illinois, to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9, and to receive criminal history record information pursuant thereto.

**By:** \_\_\_\_\_  
(Signature)

**(Printed Name & Title):** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Scope of Work

### **Part 1 - General**

#### **1.01 General Conditions:**

The general conditions of the contract bound herein are part of this Specification. The vendor shall consult them in detail for instructions pertaining to work under this trade.

#### **1.02 Description of Work:**

- **Mill Asphalt, Resurface** - See Drawing Blue Area
  - Mill specified asphalt area 2" and dispose of grindings at an authorized dump site.
  - Adjust elevations of drainage structures as necessary to provide for proper drainage.
  - Provide power sweeper and vacuum truck to ensure a clean area for asphalt work.
  - Prime entire area with SS-1 emulsion liquid asphalt primer.
  - Install 2" of hot bituminous asphalt surface mix and compact (Approx. 72,700 Ft<sup>2</sup>).
- **Alternate A** - See Drawing Red Area
  - Crack fill, Seal coat, and Paint parking stalls

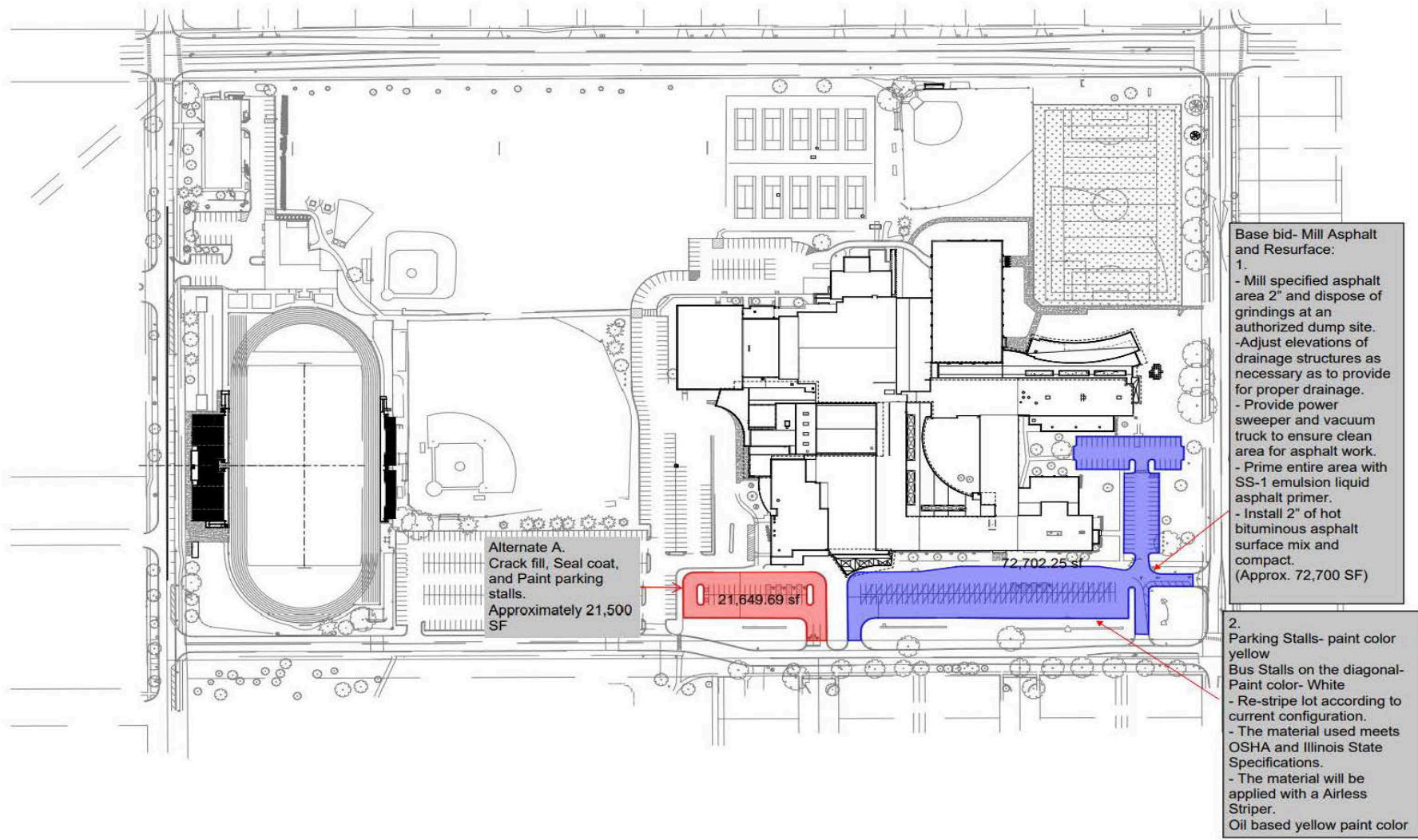
#### **Striping:**

- Re-stripe lot according to current configuration.
- The material used meets OSHA and Illinois State Specifications.
- The material will be applied with an Airless Striper.
- Colors will be installed by the following:
  - Parking and roadway lines to be Yellow
  - Bus Stalls on the diagonal to be White
  - Crosswalks - White
  - Handicap markings will be standard Blue with White marking

#### **Timeline:**

- Non-Mandatory Walk-Thru may be scheduled by appointment by calling 630-795-8516 at Downers Grove South High School, 1436 Norfolk Street, Downers Grove, IL 60516.
- Work to be completed June 1st through August 1st.

**1.03 Submittals:** At the time of bid opening, the following submittals should be provided to warrant consideration of the proposal:



End of Section

Section 003

## **Parking: Lot Specifications**

### **Part 1 - General**

#### **1.01 - Description**

- A. Work included: Provide specified product including delivery, manuals, warranties, and other items required for a complete and proper job as outlined in the Contract Documents.
  - B. The work includes but is not limited to the basic parking lot installation options and alternatives outlined elsewhere in the Contract Documents.
- 

### **Part 2 - Products**

#### **2.01- Description**

- Drainage structures as necessary for proper elevation.
- Power Sweeper and Vacuum Truck for cleaning.
- Prime entire area with SS-1 emulsion liquid asphalt primer.
- Install 2" of hot bituminous asphalt surface mix and compact.
- The striping material used meets OSHA and Illinois State Specifications.

#### **2.02- Warranty**

Provide vendor warranty with the bid.

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*End of Section*