

**BATAVIA PUBLIC SCHOOL DISTRICT 101
LIFE SAFETY UPGRADES
GENERAL BID SPECIFICATIONS
4/14/2017**

BATAVIA PUBLIC SCHOOLS

DISTRICT NO. 101

335 West Wilson St

Batavia, Illinois 60510

Mark Anderson
Director of Operations

Batavia Public Schools
District No. 101
804 Main St
Batavia, Illinois 60510

Invitation to Bidders

The Batavia District No. 101 Board of Education will accept sealed bids from qualified general contractors to complete Life Safety Upgrades to District school buildings until 11:00 a.m., April 25, 2017 at the Batavia School District Maintenance Facility, 804 Main Street, Batavia, Illinois. Bids will be opened and publically read immediately thereafter. Digital Plans and Specifications for this project are available beginning at 4 PM, Local Time on April 14, 2017. Plans and specifications can be obtained through iSqFt. All addenda and bidding related correspondence will be distributed on this website. The drawings and specification files for the project are available at no cost and can be viewed on the iSqFt website www.isqft.com in the public plan room section of the website. Plans can be downloaded if prospective bidders have a subscription service with iSqFt. If not, Wight and Company can arrange access for prospective bidders to download plans free of charge. Send plan access requests to Vince Procaccio at Wight & Company at vprocaccio@wightco.com or Beth Hills at bhills@wightco.com. iSqFt can also be contacted directly at 888-768-4569.

The Board of Education reserves the right to reject any or all bids, to accept bids in whole or in part, and to waive any irregularities or defects in any bid. The contract will be awarded, if at all, to the lowest responsible bidder, considering conformity with the Bid Specifications, terms of delivery, quality and serviceability, and such other factors as determined by the Board of Education. All decisions of the Board of Education shall be considered final. The Board of Education reserves the right to reject a bid from a bidder who, in the Board of Education's opinion, does not exhibit past experience equal to the size and scope of this project or who does not submit the bid per the Bid Specification requirements.

Instructions to Bidders

1. All bids shall be placed in a sealed envelope addressed to Mark Anderson, Director of Operations, Batavia Public Schools, 804 Main St, Batavia, Illinois 60510 with the bidder's name and address on the outside of the envelope and marked "Life Safety Upgrades" and delivered to Mark Anderson, Batavia Public Schools, 804 Main St, Batavia, Illinois 60510 by 11:00 a.m. on Tuesday, April 25, 2017, at which time all bids will be opened and read aloud. All bids shall be valid for ninety (90) days.
2. Questions pertaining to the Construction Documents should be sent to Wight & Company, Attention: Vince Procaccio, vprocaccio@wightco.com 630-969-7000. No oral interpretations will be given to any bidder as to the meaning of the Bid Specifications. Any replies to requests received will be issued in writing via email as an addendum to all registered bidders. All addenda to bidders are to be incorporated in the bids and will become part of the contract documents. Questions shall be received by Wight & Company until 12:00 pm on Thursday, April 20, 2017. After submission of the bid proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained. Oral explanations or representations will not be binding.
4. Bid must be accompanied by a Bid Deposit, Certified Check or Bid Bond in an amount equal to (10%) of the Base Bid as a guarantee that, if award is made, the bidder will honor the bid if awarded by the Board of Education.
 - A. Make the bid security payable to:
Board of Education
Batavia Public Schools District 101
335 W Wilson St
Batavia, IL 60510
 - B. The bid security of all except the successful bidder will be returned thirty (30) days after the award of the Contract. Unsuccessful bidders are responsible for picking up their bid security at the District's administrative offices. Checks will not be returned by mail.
 - C. The bid security of the successful bidder will be returned promptly after the Board and the accepted bidder have executed the agreement set forth herein and the required bonds have been received by the Board.
5. The successful Bidder (hereinafter referred to as "Contractor") will be required to furnish a Payment and Performance Bond in the amount of one hundred percent (100%) of the contract sum within 10 days after acceptance of the proposal. The Contractor shall pay the cost of the premiums for said Bond (hereinafter "Bond").

The Bond shall be signed and sealed by an authorized representative of the bonding company and an authorized officer or representative of the Contractor, and a certificate of the authority of those signing the Bond, if not officers, shall be attached thereto.

The Bond shall guarantee the performance of the duties placed on the Contractor or undertaken by them pursuant to the contract with the Board, and shall indemnify the Board from any liability or loss resulting to the Board from any failure of the Contractor to fully perform each or all of said duties. The Bond shall be deemed to cover all such duties.

The Bond provided shall be placed with a surety company or companies having a policyholder's rating not lower than "A" and a financial rating not lower than "X" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of same.

6. The Contractor, at its sole cost and expense, will provide insurance coverage in the minimum amounts as follows:
 - A. General liability: \$1,000,000 combined single limit for bodily injury and/or property damage for each occurrence/ \$2,000,000 general aggregate, with coverage for sexual abuse
 - B. Auto liability: \$2,000,000 CSL
 - C. Umbrella: \$15,000,000 per occurrence/aggregate preferred, \$10,000,000 per occurrence/aggregate minimum
 - D. Worker's Compensation: \$1,000,000 per accident/ \$1,000,000 per employee/ \$1,000,000 policy limit

The insurance company issuing such policy or policies shall be licensed to do business in Illinois with a Best's Rating of "A" or better and satisfactory to the District. Coverage shall also provide for any additional minimum coverage as may be established by law. Such insurance coverage shall be primary or "first dollar" to any insurance carried by the District and shall also protect the District from any liability which may arise from Contractor's execution or performance of this Contract.

7. Bids will only be accepted from general contractors bidding on the entire contract. Split proposals or multiple contracts will not be accepted.
8. The Board of Education reserves the right to hold all bids for a period of ninety (90) days after the date of the bid opening, and the bidder shall not withdraw his bid during the said ninety (90) day period. All bids shall be deemed final, conclusive, and irrevocable, and once opened, no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be withdrawn without the consent of the Board after the scheduled closing time for the reception of the bids. All bids submitted must be valid for a minimum period of ninety (90) days after the date established for the bid opening.
8. The bidder shall inform himself fully of the District's requirements. In essence, the Board expects the bidder to be familiar with all aspects of our services requirements. For the convenience of bidders, the District is providing various information about its service requirements in Appendix C and D. Additional information may be obtained by contacting Mark Anderson at the District's offices.
9. Proposals shall be submitted on forms provided by Batavia District No. 101 and attached hereto as Appendix E and must include the signed and duly notarized certifications, attached hereto as Appendix A. Proposals submitted on forms other than the attached forms may be rejected. All proposals should be clearly marked "Life Safety Upgrades".
10. Any proposals received after the date and time stated shall be returned to the bidder unopened.

11. Bidders are hereby advised that the Board of Education shall reserve the right to unilaterally terminate the contract without prejudice.
12. No bid will be accepted that contains any escalator or de-escalation (contingency) clauses for any purpose whatsoever, i.e., labor, insurance, etc.
13. The successful bidder shall be required to enter into a written contract with the District that incorporates all of the terms of these bid documents, attached hereto as Appendix B.
14. The Board reserves the right to reject any or all bids for any reason, to accept bids in whole or in part, and to waive any informalities, irregularities, or defects in any proposal, should it deem such action to be in the best interest of the Board. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications, as determined by the Board.
15. The District reserves the right to consider alternate bids when determining the lowest bidder and/or awarding the bid. Alternate bids will be considered only secondary to the contract specifications. Any alternate bids submitted must be thoroughly detailed to merit consideration.
16. While the dollar amount of the bid and the financial responsibility of the bidder are significant criteria in determining the successful bidder, the Board is equally concerned with the ability of the bidder to satisfactorily perform this contract to the standards established by the District. To that end, as part of its bid proposal, each bidder must meet with District personnel for a scope review to establish that all necessary components of scope of work are covered in the proposal.
17. Each bidder warrants and represents that he/she/it has read and understands the Bid Specifications in their entirety, that the bid submitted is based on the specifications and terms and conditions contained in the Bid Specifications, and that he/she/it is the authorized representative of the bidder under the terms and conditions contained in the bid proposal.
18. **Alternate Bid #1 – Batavia High School and Rotolo Middle School Life Safety Upgrades**

Conditions of Contract

1. The Life Safety Upgrades contract, hereinafter referred to as the "Contract" shall be between the Board of Education of Batavia District No. 101, Kane County, Illinois, hereinafter referred to as the "District" or the "Board," of 335 W. Wilson St, Batavia, Illinois 60510 and the successful general contractor, hereinafter referred to as "Contractor" for work to be performed in all District School Buildings, hereinafter referred to as the "Premises."
2. The Contractor shall execute the written contract with the District contained in this bid packet found in Appendix B.
3. The Contractor shall furnish all of the materials and perform all of the work shown on the drawings by Wight & Co. issued for bid dated 4/14/2017 and/or described in the specifications found in Appendix D.
4. All work shall be completed in a workmanlike manner and in compliance with all the building codes and other applicable laws.
5. The Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
6. The Contractor shall keep the Premises free and clear from all liens and charges arising out of the Work, including materialmen, laborers' and mechanics' liens.
7. All change orders shall be in writing and signed by both the District and Contractor, and shall be incorporated in, and become part of the Contract.
8. The Contractor shall conduct its business at all times in a safe, efficient, and lawful manner and in accordance with such instructions and directions as may from time to time be issued by the District and shall comply with all lawful orders, rules and regulations of the State of Illinois and the United States and the ordinances of the municipalities applicable thereto.
9. The Contractor shall, at its expense, procure and maintain in effect any and all licenses, permits and certifications which are or may be required by regulatory bodies for the performance of custodial services.
10. The Contractor shall assume all costs associated with completing this work, including, but not limited to, the cost of all equipment, related non-consumables and consumable supplies, all types of insurance including unemployment insurance, all materials, accessories necessary for safe operation, and all salary and benefits for workers, supervisors and all other employee classification needed to complete the work contained herein.
11. The Contractor shall warrant all work for a period of 12 months following issuance of building occupancy by the Regional Office of Education.
12. It is understood that the Contractor, its officers, agents and employees shall be considered, and at all times act, in the capacity of an Independent Contractor and not as an employee of the District for

any purpose, and shall not acquire either by contract or by operation of law any rights or benefits provided for employees of the District. Contractor shall not hire or retain any individual who has been convicted of one of the offenses listed in Section 10-21.9 of the Illinois *School Code*.

13. The Contractor shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all Contractor's employees assigned to work in the District and results are provided to the District per the School Code of Illinois, 105 ILCS 5/10-21.9. Furthermore, the Contractor is not permitted to employ on the premises of the District any employee who has ever been convicted of an offense as described in 105 ILCS 5/21-23a.
14. The Contractor shall maintain the security of the building which includes the locking and unlocking of the building, familiarity with any security systems, its engagement and disengagement. The security will include the monitoring of the building which must include the active cooperation of the staff. In the off duty hours, the Contractor will secure the building.
15. All Contractor personnel shall park their personal cars in area designated by the District.
16. A key check-out system, acceptable to the District, shall be established with the Contractor.
17. Invoices must be submitted and will be paid in accordance with Board Policy.
18. The service provided to the District must be of the highest quality, and the Contractor agrees to maintain the quality of service at the standard of excellence as determined by the District.
19. If the Contractor shall violate, breach or fail to perform any of the terms or conditions herein contained, including the provisions of the statutes, regulations, policies, or administrative rules referred to above, the Contract shall be given written notice to cure by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of the District within five (5) days after the date of notice to cure, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within five (5) days and thereafter diligently pursued to completion), the District may, without further notice, declare the Contractor to be in breach of this Contract. Upon the District's declaration of Contractor's breach, the District may pursue any remedy available under local, state or federal law, including those specifically provided for in this section.

In the event of termination for any reason, the District reserves the right, without waiver of its rights against the Contractor and its surety, to arrange for completion of work itself or by another person, firm, or corporation or to do any other act or thing necessary to assure completion of the project. In the event of any such termination, the District shall retain any other rights or remedies it may have against the Contractor and its surety. The District's failure to exercise its rights in any instance shall not be deemed a waiver of such right and does not preclude any subsequent right to exercise such right or seek available remedies. If the contract is terminated in accordance with any of the foregoing provisions, all Contractor rights shall cease.

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APPENDIX A
CONTRACTOR CERTIFICATIONS

Addenda Receipt

The receipt of addenda numbers(s) _____ through _____ is hereby acknowledged. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the Bid. All addenda shall become part of the final contract.

Signature

Certificate of Eligibility to Bid

The undersigned hereby certifies that the Bidder is not barred from Bidding on the Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Illinois Criminal Code of 1961, as amended. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4). He/she/it also certifies that he/she/it has read, understands, and agrees that the Board's acceptance of the Contractor's offer by issuance of a contract will create a binding contract.

Signature

Non-Collusion Affidavit

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

Signature

Certificate Regarding Sexual Harassment Policy

The undersigned Contractor certifies that he/she/it has complied with the requirement of 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

Signature

Certificate of No Smoking/Tobacco Policy

The undersigned Contractor agrees that he/she/it and his/her/its employees and subcontractors will abide by the Board’s no smoking/tobacco policy on all District sites and on all Contractor’s buses.

Signature

Certificate Regarding Equal Employment Opportunity

The undersigned hereby certifies that the Bidder is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105).

Signature

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of the Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Signature

Acknowledgement of Submission

After having read all the bid specifications and conditions and understanding the same, I hereby submit this bid proposal in accordance with the bid specifications and conditions contained in these Bid Documents.

The undersigned hereby certifies that the undersigned has read, understands, and agrees to all of the terms included in these Bid Documents and Appendices. If the Board of Education chooses to accept this bid proposal, the Bid Documents and Appendices will be incorporated into and become part of the binding Contract between the Bidder and the Board of Education. In making this bid proposal, the undersigned waives all right to plead any misunderstanding of the Bid Documents and agrees to perform all of the work required herein. If this bid proposal is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and terms stated, and subject to all conditions recorded on this bid proposal.

The undersigned Contractor has checked all the figures contained in this proposal and further understands that the Board will not be responsible from any errors or omissions made therein by the undersigned.

_____	_____
Contractor	By
_____	_____
Address	Signature
_____	_____
City, State ZIP	Its
_____	_____
Telephone	Date

Subscribed and sworn to before me

this _____ day of _____, 2016.

Notary Public

APPENDIX B
CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the **Board of Education of Batavia District No. 101, Kane County, Illinois (“District”)**, and _____ (**“Contractor”**) (collectively referred to as **“the parties”**).

WITNESSETH

WHEREAS, District has requested public bids for the provision of general contracting services (“Services”);

WHEREAS, Contractor has submitted a bid for provision of the Services; and

WHEREAS, District has awarded this Contract to Contractor to provide general contracting services for the Life Safety Upgrades – Phase 1 in accordance with the Contract Documents described herein.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Commencement/Completion of Work.** Work shall commence on Tuesday May 30, 2017 and be substantially completed with occupancies granted by August 4, 2017.
2. **Contract Documents.** The Contractor’s services shall be provided in accordance with the terms of this Agreement and the Bid Documents issued by the District and which are incorporated herein and made part hereof by this reference, including (1) the General Bid Specifications dated 4/14/2017; (2) the bid drawings by Wight & Co. and KJWW dated 4/14/2017; (3) the completed Bid Forms submitted by the Contractor.
3. **Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Bid Specifications and their Appendices in the amounts listed in the bid proposal form submitted by Contractor, with additions or deductions as authorized by the Contract Documents.
4. **Complete Understanding.** The Contract Documents set forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
5. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
6. **Observance of Laws.** In performing this agreement, the Contractor shall observe and comply with all laws and regulations of the United States and the State of Illinois, and the ordinances of the municipalities applicable thereto.

7. **Interruption in Service.** In the event the Contractor is unable to provide the services delineated in this contract, the Board may contract for similar service elsewhere, and the Contractor shall be liable for any additional costs that the Board may incur in securing such services.
8. **Force Majeure.** The parties to the proposal shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner if the District must discontinue the normal use of the building because of fire, windstorm, damage to the building, or other casualty or Act of God. The District shall inform the contractor the date on which services in the building are to stop. The Contractor shall stop service on that date and invoice the District only for the portion of the month from the first day of the month to the date services were stopped.
9. **Policies and Rules.** The Board shall have the authority to establish policies and rules covering the performance of the Contractor's employees. The failure of any employee performing under this agreement to obey and enforce all policies and rules established by the Board while performing contracted work shall be sufficient cause for the removal of such employee from the performance under this contract upon the request of the Board or its appointed representative.
10. **Insurance.** The Contractor shall obtain and maintain in full force and effect during the term of this proposed contract and pay the premium thereon a policy of public liability, property damage and bodily injury insurance insuring all parties at all times issued by an insurer authorized to transact business in this State and approved by the Board of Education. Such policy shall cover the Contractor and the District, its Board of Education, Board members, officers, employees, agents, representatives, and their successors and assigns, and each and every one of them, with the District and its Board of Education, Board members, officers, employees, agents, representatives, and their successors and assigns, and each and every one of them specifically named as an additional insured in the policy. A Certificate of Insurance stating policy limits approved by the District must be filed with the District, prior to the commencement of work. Contractor shall not cancel or alter any coverage required hereunder, except with notice to the District 30 days in advance of any cancellation or alteration. No policy shall reserve or permit the right of subrogation against the District, the Board, or the Board's individual members, employees, volunteers, agents, successors or assigns.
11. **Indemnification.** The Contractor agrees to indemnify, hold harmless, and defend the District and the Board, including, but not limited to, its individual members, officers, employees, student teachers, students, volunteers, representatives, agents, successors, and assigns, and each and every one of them, from and against all suits, actions, legal proceedings, claims, and demands and against all damages, judgments (including, but not limited to, for personal injury or death to any third party, employee or student of the District, employee of the Contractor or any subcontractor, and their dependents or personal representatives), losses, costs, expenses, and attorney's fees in any manner caused by, arising from, incident to, connected with, or growing out of the maintenance or operation of buses or the provision of transportation services under this contract, or arising out of any infringement of any patent, copyright or trademark.

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate on the dates indicated below.

DISTRICT:

BOARD OF EDUCATION OF BATAVIA
UNIFIED SCHOOL DISTRICT
NO. 101, KANE COUNTY

CONTRACTOR:

By: _____

By: _____

Its: Board President

Its: _____

Date: _____

Date: _____

ATTEST:

By: _____

Its: Board Secretary

Date: _____

APPENDIX C
SCHOOL INFORMATION

TIME SCHEDULES FOR ATTENDANCE CENTERS

Batavia High School	7:30 a.m. – 2:30 p.m.
Sam Rotolo Middle School	8:00 a.m. – 3:00 p.m.
Elementary School (6)	9:00 a.m. – 3:30 p.m.

<u>School</u>	<u>Address</u>	<u># Classrooms</u>	<u>Gross SF</u>
Batavia High School	1201 W. Main St.	126	527,687
Rotolo Middle School	1501 S. Raddant Rd.	80	188,491
Alice Gustafson Elementary	905 Carlisle Rd.	31	83,067
Grace McWayne Elementary	3501 Hapner Way	26	59,018
H.C. Storm Elementary	304 N. VanNortwick Ave.	23	57,245
Hoover-Wood Elementary	1640 Wagner Rd.	26	59,018
J. B. Nelson Elementary	334 William Wood Ln.	24	56,733
Louise-White Elementary	800 N. Prairie St.	24	57,200
Administration Building	335 W. Wilson St.	n/a	17,720

APPENDIX D
SPECIFICATIONS

- I. Contractor shall take all necessary precautions to keep the premises free of safety hazards and shall comply with all applicable provisions of law and building codes relating to injury of persons and property on or about the Premises where the work is being performed.
- II. Contractor shall use its best efforts to protect all materials, equipment and complete and partially completed work from loss and damage including theft and damage by weather.
- III. Contractor acknowledges that is has visited the Premises, and is familiar with all of the existing conditions at the Premises that may affect the work.
- IV. Contractor shall clean up the Premises in a thorough and workmanlike manner whenever necessary during the progress of work.
- V. All materials and equipment installed as part of the work shall be new and all workmanship shall be of the best quality. Contractor shall make no substitution of materials unless approved in writing by the District.
- VI. Contractor acknowledges that is has visited the Premises, and is familiar with all of the existing conditions at the Premises that may affect the work.

APPENDIX E
BID FORM

DATE: April 25, 2017

PROJECT: **Life Safety Upgrades**

BIDDER _____
Circle One (Corporation) (Partnership) (Individual)

ADDRESS _____
— Street City State Zip Phone No.

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the Contract Documents including Advertisement for Bid, Instructions to Bidders, Contract Scope of Work, Drawings and Specifications, and Addenda issued thereto, hereby agrees to furnish all labor, material, and equipment necessary to provide district custodial services.

ADDENDUM RECEIPT

The undersigned acknowledges the receipt of Addenda _____ to _____ inclusive.

Base Proposal – JB Nelson, Grace McWayne, Hoover Wood, Louise White & HC Storm

The undersigned agrees to perform all the work required for the sum of:

_____ DOLLARS

(\$_____)

Alternate #1 – Batavia High School and Rotolo Middle School Life Safety Upgrades

The undersigned agrees to perform all the work required for the sum of:

_____ DOLLARS

(\$_____)

Respectfully Submitted By: _____

(Print) _____

(Title) _____