

DATE: March 8, 2022

FROM: Clarence Gregory, Director of Operations  
for  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202  
1600 DODGE AVENUE  
EVANSTON, ILLINOIS 60201

TO:

THE UNDERSIGNED:

Acknowledges receipt of

a. CONTRACT DOCUMENTS: 2022 Painting Contract

for

Evanston Township High School  
District 202  
1600 Dodge Avenue  
Evanston, Illinois 60201

b. MANDATORY PRE-BID: March 18, 2022 at 3:00 pm in room S-133

c. BIDS OPENING: April 1, 2022 at 11:00 am in room S-133

d. BOARD AWARD: April 11, 2022

e. DRAWINGS: Attached

f. ADDENDA: No. \_\_\_\_\_ Dated \_\_\_\_\_, 2022

No. \_\_\_\_\_ Dated \_\_\_\_\_, 2022

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**TABLE OF CONTENTS**

General Information	3
General Conditions	4
Project Scope	5-9
Bid Form	10-11
Certificates & Affidavits	12-17
Reference Form – Appendix A	18-19

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

1. Having examined the Project, including Scope of Work, and Specifications, as prepared by the Owner, having been familiarized with local conditions affecting the cost of the work and with all requirements of the proposal documents including Instructions to Contractors, drawings, specifications and duly issued addenda as prepared by the Owner, the Contractor hereby agrees to provide and perform all work, materials, tools, equipment, and labor specifically required to execute said contract including such additional work as may be included as related requirements in other divisions or sections of the specifications. No extra cost associated with the project is authorized without District approval.
  
2. Agrees:
  - a. Provide all labor and materials to patch, and level flooring of all areas of the ETHS facility Paint List provided by owner and according to the Proposal Specifications as distributed at the mandatory meeting, dated March 18th @ 3:00 pm 2022 in S133 Operations office.
  
  - b. To hold this Bid open until 15 calendar days after proposal consideration date.
  
  - c. To accept the provisions of the General Conditions of the contract and specifications and disposition of bid security as required in the amount of 5% of total cost of contract proposal in the form of a cashier's check. or bid bond..
  
  - d. To hold this bid open until forty-five (45) calendar days after bid opening date.
  
  - e. To enter into and execute a contract with the Owner, and in connection therewith to:
    - i. Furnish all bonds and insurance required by the Contract documents
  
    - ii. Provide the required service in accordance with the contract.
  
    - iii. Complete the work according to the project schedule.
  
  - d. To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless Owner, any Owner's Representative, and their agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Service, provided that any such claim, damage, loss or expense (these are collectively referred to as "claims") is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in this Contract.

"In any and all claims by an employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts."
  
- f. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board; nor shall such consent relieve the Contractor from his obligations, or change the terms of the contract. The Contractor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Board having first been obtained. Transfer or assignment of any contract funds either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the Board is concerned.

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

g. If the Contractor fails to perform the service within the specified time schedules, or shall perform the service otherwise than in accordance with the specifications stated herein, or if the Contractor shall become insolvent or be declared bankrupt and shall not cure said condition within seven (7) days thereof, or shall make an assignment for the benefit of creditors, the Board shall give notice in writing to the Contractor of his surety of such default, specifying the same, and if the Contractor, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then the Board shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, or may enter into a new contract for the completion of the service, or may use such other methods as in the opinion of the Board shall be required for the completion of the service in an acceptable manner.

"Claims, damages, losses and expenses" as these words are used in this Contract shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claim or in bringing an action to enforce the provision of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity costs, etc. incurred by the party being indemnified or its employees, agents or consultants."

The foregoing remedies of the Board, whether exercised or not in case of default by the Contractor, shall not exclude, or constitute a waiver of, any remedies otherwise provided by law or in equity. The Board reserves the right to reject any proposal and to disregard informalities and irregularities in the bids and bidding when, in its opinion, the best interest of the Board will be served. Contracts shall be awarded with consideration given to the complete cost proposal, quality of services and references, where the responsible bidder meets all specifications and qualifications.

**General Conditions:**

- A. Proposal shall be submitted in an envelope properly marked with the title of proposal, date and time of opening.
- B. Seal and deliver to S-133 on or before the time scheduled for the opening.
- C. Unsigned or late proposals will not be considered. The District will not be responsible for delays in delivery.
- D. High School District 202 is not subject to Federal Excise Tax or Illinois Retailer's Occupational Tax.
- E. Prices quoted shall include all charges for packing, transportation and delivery to the school building or as designated on the proposal.
- F. Correspondence shall be addressed to the Supervisor of A/P & Purchasing.
- G. Proposals are available for inspection in the District Office after award of the contract.

**Statement of Qualifications**

The Statement of Qualifications should include but not be limited to the following:

- Name, Address, Contact, Website
- Prior Experience
  - List of similar arrangements
  - List of school district clients (university accepted)
- References
  - Five client references

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**Project Scope**

Provide all necessary equipment, materials, tools, and labor to prepare, patch (as needed) and paint **(two separate finish coats unless otherwise stated)** selected areas in specifications contained herein at Evanston Township High School. No substitutions or deviations from these specs will be permitted. State individual pricing for all areas to be painted on the breakout portion of the bid form. No bid will be accepted where failure to comply with the unit cost breakout is omitted. This project consists of one (1) base bid and one (1) alternate bid. **Work to commence no earlier than May 31, 2022 and must be completed no later than August 8, 2022, all work must be coordinated with the Director of Operations or his designee.**

**Quality Assurance**

The successful bidder shall have a minimum of five (5) years successful experience in the floor covering self-performed business and show proof of such. Contractor must furnish at least 5 current business references within the last 3 years to the District upon proposal submittal with (2) copies of the bid proposal. Contractors are responsible for performing background and reference checks on employees prior to any work being awarded to confirm they meet all the qualifications outlined in the bid proposal.

**Materials**

All paints must be delivered in the original containers with the seals unbroken and labels intact. All materials shall be used only as specified by the manufacturer's direction label on the container. Thinners and accessory materials shall be as specified by the paint manufacturer. Contractor must be present to receive any material shipped to our loading dock.

Provide paint manufactured by one of the following:

1. Pittsburg Paint
2. Pratt & Lambert
3. Sherwin Williams
4. Benjamin Moore

Refer to Paint Schedule at the end of this section. If the Contractor proposes to use paint other than specified in the Paint Schedule, the Contractor shall submit product specifications to Clarence Gregory, Director of Operations, conduct a test for adhesion and compatibility with existing paint, and obtain written approval by Clarence Gregory, that the test area has been inspected and meets all the requirements of these specifications.

**Scaffolding**

The contractor shall furnish his own ladders, planks, staging, ropes, etc., for the proper execution of his work, and erect and place same in such a manner as not to interfere with normal school operations. Upon completion of his work, he shall dismantle and remove same from the job site.

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**Storage**

All materials used on the job shall be stored in a place designated by Clarence Gregory, Director of Operations or his designee. Such storage place shall be kept neat and clean and all damage thereto or to its surroundings shall be made good by the contractor. Any oily rags, waste, etc., shall be removed from the building every night and every precaution must be taken to avoid danger of fire.

**Surface Preparation**

A. General:

1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified for each particular substrate condition.
2. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place and not to be finish painted, or provide surface applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
3. Inspect and clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly painted surfaces.

B. Wood:

1. Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of sealer, before application of the priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sandpaper smooth when dried.

**Material Preparation**

- A. Mix and prepare painting materials in accordance with manufacturer's direction.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and, if necessary, strain the material before using.
- D. Stripping:
  1. Employ a party specializing in such work.

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

2. Use environmentally safe water soluble chemical paint stripper.
3. Close off to traffic and protect all surrounding construction. Provide ventilation.
4. Use in exact accordance with manufacturer's directions.
5. Thoroughly rinse and remove residue.
6. Legally dispose of waste.

**Application**

A. General:

1. Apply paint in accordance with the manufacturer's directions; use applicators and techniques best suited for the type of material being applied.
2. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.

B. Minimum Coating Thickness:

1. Apply each material at not less than the manufacturer's recommended spreading rate.

C. Prime Coats:

1. Apply a prime coat to surface, which is to be painted or finished, and which has not been prime coated by others.
2. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
3. Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.

D. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

E. Transparent (Clear) Finishes: Use multiple coats to produce glass smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes or other surface imperfections.

F. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements. Submit sample colors for approval prior to start of any work. All surfaces to be painted must be inspected for paint type to eliminate peeling paint and compatibility.

**Paint Specifications**

Interior

Natural Finished Wood: Fine sand and remove dust. One (1) coat P & L Tonetic Wood Stain (as approved by Owner). Two (2) separate and full coats P & L 38 Clear Finish-Gloss.

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

Plaster, Gypsum Board:

All surfaces must be sound, dry, clean and free of oil, grease, dirt, mildew, form release agents, curing compounds, loose and flaking paint and other foreign substances.

New Surfaces: Two (2) coats ICI, Dulux Paint Centers, Lifemaster 2000, Interior Semi-Gloss. For lowest odor system, prime with Dulux Paint Centers, Lifemaster 2000 Primer LM9116. Aquacrylic Gripper 3210 may also be used.

Previously Painted Surfaces: One (1) coat , Dulux Paint Centers, Lifemaster 2000, Interior Semi-Gloss Wash to remove contaminants. Rinse thoroughly with water and allow to dry. Dull glossy areas by light sanding. Remove sanding dust. Remove loose paint. Prime bare areas with primer specified above under "New Surfaces". Conduct a test of new paint system to demonstrate adhesion, coverage, texture and final appearance. Prior to painting designated areas, obtain written approval by Clarence Gregory, Director of Operations , that the test area has been inspected and meets all the requirements of these specifications.

Metal (Doors, door frames, access panels, louvers, etc.):

One (1) coat of Benjamin Moore & Co. M06 Alkyd Metal Primer

One (1) coat of Benjamin Moore & Co. M22 Urethane Alkyd Gloss Enamel

All surfaces shall be free of rust, millscale, and contaminants such as oil, grease, dirt, and salts. Before any surface preparation is attempted, oil and grease must be removed by employing SSPC-SP1 Solvent Cleaning. For large areas use M83 Oil and Grease Emulsifier.

Gym Stairwells & Floors

All surfaces must be sound, dry, clean and free of oil, grease, dirt, mildew, form release agents, curing compounds, loose and flaking paint and other foreign substances. To be painted with Benjamin Moore Corotech V440 (Waterborne Amine epoxy).



**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**Areas To Be Painted**

**Base bid:**

<b>S205</b>	<b>W309</b>	<b>E322</b>
<b>E220 (soffits)</b>	<b>East Library</b>	<b>Fieldhouse (bleachers)</b>
<b>Pneumonia Alley</b>	<b>Gymnastics Ctr (bleachers)</b>	<b>G160/G165/G170/G175 (doors)</b>
<b>N115</b>	<b>S334</b>	<b>West Stadium field</b>
<b>Beardsley Gym Balcony (ceiling)</b>	<b>Stairwell to G220/G230 (north of training room)</b>	

**Alternate #1: Paint**

**Baseball Stadium Home Run Wall**

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**BID FORM**

The undersigned, having carefully examined the Contract Documents, all data made available and having visited the site of the Work and having become fully informed as to all existing conditions and limitations, including the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby propose to perform everything required to be performed, and to provide all labor and expertise necessary to perform and complete in a workmanlike manner the entire Project in conjunction with

**PAINTING CONTRACT**

at

**EVANSTON TOWNSHIP HIGH SCHOOL**

**EVANSTON, ILLINOIS, 60201**

in accordance with the Contract Documents/Drawings dated, March 8, 2022.

Base Bid Breakout pricing

S205	\$ _____
W309	\$ _____
E322	\$ _____
E220 (soffits)	\$ _____
East Library	\$ _____
Fieldhouse (bleachers)	\$ _____
Pneumonia Alley	\$ _____
Gymnastics Ctr (bleachers)	\$ _____
G160/G165/G170/G175 (doors)	\$ _____
N115	\$ _____
S334	\$ _____
West Stadium field	\$ _____
Beardsley Gym Balcony (ceiling)	\$ _____
Stairwell to G220/G230 (north of training room)	\$ _____
<b>Base bid subtotal</b>	<b>\$ _____</b>

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

Alternate Bid #1 Baseball Stadium Home Run Wall

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

**Base & Alternate Bid total**

**\$ \_\_\_\_\_**

**PROPOSAL FROM:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Bid respectfully submitted on the \_\_\_\_\_ of \_\_\_\_\_, 2022.

(date)

(month)

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_ TELEPHONE \_\_\_\_\_

NAME OF REPRESENTATIVE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Where Bidder is a Corporation, Add Corporate Seal Here:

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**CERTIFICATIONS AND AFFIDAVITS:**

**CERTIFICATE OF ELIGIBILITY TO CONTRACT.** Pursuant to Section 33 E-11 of the Illinois PART 1 - Criminal Code of 1961 as amended, 720 ILCS 5/33E-1 et seq., contractor hereby certifies that neither they nor any of the officers, partners, or owners of this business have been convicted in the past five years of the offense of bid-rigging under Section 33 E-3, nor bid- rotating under Section 33E-4, nor bribing or attempting to bribe an officer or an employee of the State of Illinois, or Made an admission of guilt or such conduct which is a matter of record.

Initials:\_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT.** Pursuant to Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 et seq., having twenty-five or more employees, contractor does hereby certify that they shall provide a drug- free workplace for all employees engaged in the performance of work under this contract by complying with Illinois Drug-Free Workplace Act, and, further certifies that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug- Free Workplace Act.

Initials:\_\_\_\_\_

**CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY.** Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), contractor certifies they have a written sexual harassment policy that includes, at a minimum, the following information: (I) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and compliant process available through the Department of Human Rights Commission; (vi) directions of how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Initials:\_\_\_\_\_

**CRIMINAL BACKGROUND INVESTIGATIONS.** Contractor shall cause or permit criminal background investigations to be conducted, in accordance with Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) for all of Contractor's, and Contractor's subcontractors', employees and officials who may be present at the job site or otherwise have contact with Owner's students. Contractor will not permit any such official or employee to perform services under the Agreement unless (i) the criminal background investigation has been completed for the official or employee; and (ii) the official or employee is not prohibited from employment by the Owner by reason of a conviction enumerated under Section10-21.9. Further, Contractor shall not permit any individual to perform services under this Agreement who is required to register under the Sex Offender Registration Act, 730ILQS1501 *et seq.*

Initials:\_\_\_\_\_

**OSHA REGULATIONS.** The Contractor is responsible as an employer to comply with OSHA Regulations regarding safety to workers at the worksite. This includes, but is not limited to, compliance to provisions of the Code of Federal Regulations, (29 CFR 1926 Construction Standards.

Initials:\_\_\_\_\_

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("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 the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- A. The Contractor 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 Contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for conspicuous places, available to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Contractor shall comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) and because the Owner is a public body the Contractor shall fully comply with the Human Rights Act, section 775 ILCS 5/2-105, entitled "Equal employment opportunities - Affirmative action". Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin or ancestry. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex age or national origin or ancestry. Such action shall include, but not be limited to, the following: employment, job classification, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminating, rates of pay or other forms of compensations and selection of an quality of training, including apprenticeship. Contractor shall post in conspicuous places, available by the appropriate agency having jurisdiction over equal employment opportunity. Contractor will, in all solicitations or advertisement for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin or ancestry.

Initials: \_\_\_\_\_

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**INSURANCE**

The Contractor shall supply the District with a certificate of insurance, naming Evanston Township High School District 202 Board of Education as certificate holder and additional insured, showing proof of the following minimum coverage:

- (1) Workmen's Compensation
  - (a) Basic Policy including occupational disease - Statutory limits.
  - (b) Employers' Liability - Statutory limits.
  - (c) Contractors having offices or places of hire outside the State of Illinois shall attach or otherwise show an "All States" endorsement.

(2) Public Liability (Comprehensive Form)

(a) Minimum Limits

Bodily Injury	\$1,000,000 each person
	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence
	\$2,000,000 aggregate

(b) Included Coverage (shall be in Comprehensive Form)

Premises and Operations

Independent Contractors

Contractual

Bodily Injury - include personal injury

Property Damage - includes Broad Form - write on occurrence basis

Property Damage - Remove "XC" exclusion

Property Damage - Remove "U" exclusion

Scaffolding Act Liability

(3) Automobile Liability

(a) Minimum Limits

Bodily Injury	\$2,000,000 each person
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**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

\$2,000,000 each occurrence

Property Damage     \$1,000,000 each occurrence

(b) Included Coverage (shall be in Comprehensive Form)

Owned vehicles

Non-owned vehicles

Hired vehicles

Property Damage - write on occurrence basis

Initials: \_\_\_\_\_

**STEVENS AMENDMENT (Disclosure of Federal Participation):**

Projects or programs funded, in whole or in part with Federal grant money must credit the Federal Government for the Federal Government's portion of the financial support. Evanston Township High School's Painting project costs represent \$ 0.00 of federal funds. This calculation represents 0 percent (0%) of the total project cost.

Initials: \_\_\_\_\_

**CONTRACT SECURITY**

Accompanying the proposal is a Bid Bond (or Certified Check) as surety in the amount of not less than 5% of the bid payable to the Owner, which is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with Specifications and furnish Performance and Labor and material Payment Bonds as specified within twenty (20) days after notification of the award of the contract to the undersigned.

Upon request a Performance and Payment Bond in the amount of one-hundred (100%) of the Contract Price made payable to Evanston Township High School, District 202, as security for the faithful performance of this Contract, for payment of all persons performing labor on this project under this Contract, and furnishing materials in connection with this Contract. The cost of the Performance and Payment Bond shall be paid directly by the Contractor, and shall be reimbursed by the Owner, and shall be delivered prior to the commencement of the Work as required by this Contract.

Such bond shall be on A.I.A. Document A-312 issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

Initials: \_\_\_\_\_

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**PREVAILING WAGE**

The Contractor and each Subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to this Illinois Compiled Statutes, 820 ILCS 130/1 et seq.

Pursuant to Illinois Compiled Statutes, Chapter 820, paragraph 130/1 et seq. the contractor and each subcontractor shall (1) make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number, where available, social security number, classification(s), the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of each work day; and (2) submit monthly, in person, by mail or electronically a certified payroll to the Owner. The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Compiled Statutes, 820 ILCS 130/1 et seq. or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

The current prevailing wage rates are included in the specifications for reference only. The Contractor and subcontractor must pay the prevailing wage rates in effect at the actual time the labor is performed.

Initials: \_\_\_\_\_

**Compliance With Regulations**

The Contractor shall comply with all applicable local, state and federal laws and regulations. The Contractor shall have Material Safety Data Sheets (MSDS) for all products utilized in the course of this project, in the location designated by Clarence Gregory, Director of Operations or his designee. Contractor's workers shall be trained in utilization of MSDS and have the MSDS available in the event of an emergency. MSDS sheets must be provided prior to the start of any work.

\*Paint selection must be approved by owner before starting any painting. All work areas must be cleaned at the end of the work day, any clean up performed by District employees due to contractor negligence will be back billed to contractor at overtime rates per SEIU Local #73 Union bargaining member's contract.

Initials: \_\_\_\_\_



**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

**Contractor Billing & Payment Procedures**

We have specific requirements regarding Contractor billing and payments. ETHS District #202 pays bills once per week. As a governmental entity, we are entitled (by law) to take 45 days to process Contractor Payments. We make every effort to pay more quickly than that but timely payments will largely depend on the accuracy and timeliness of your invoices.

**Contractor agrees to the following:**

- Construction Contractors will be paid via progress billing, with an appropriate amount withheld for retainage purposes until project completion.
- Other Contractors (transportation, etc) will be paid via invoices for services rendered, only AFTER the services have been performed.
- Construction projects MUST be billed at least once per month, preferably at the end of each calendar month. Contractors may bill bi-weekly if they choose, as long as construction progress warrants bi-weekly billing.
- ALL Contractors must issue invoices for the period ending June 30 (The District's fiscal year end) NO LATER than July 15, or the District will be entitled to a 10% reduction on that invoice. This is a requirement for the District to close out its fiscal year. All construction work through June 30 MUST be billed by July 15.
- Bills must be reviewed by the Director of Operations. This process could take 7-10 days. Please allow processing time when anticipating your payment.
- No manual checks will be issued for Contractor payments.

Initials:\_\_\_\_\_

**REQUEST FOR BID  
PAINTING CONTRACT**

**EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

The District Office will make such investigation as is necessary to determine the ability of the bidder to fulfill proposal requirements. The bidders shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services or supplies similar to that included in his proposal.

**REFERENCE FORM – APPENDIX A**

Provide five references from organizations you have performed a project similar in scope in the past three (3) years.

**Reference # 1**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 2**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 3**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**REQUEST FOR BID  
PAINTING CONTRACT  
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

Provide five references from organizations you have performed a project similar in scope in the past three(3) years.

**Reference # 4**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 5**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_