

2026 WATER HEATER REPLACEMENT at
Minooka Central Community High School

PROPOSAL

TO: Board of Education – Minooka Community High School District 111
Attn: Mr. John Troy, Assistant Superintendent of Business and
General Counsel
Minooka Central Community High School
201 South Wabena Avenue, Minooka, IL 60447

FROM: Barry Plumbing & Heating, Inc. (Contractor)
1296 Bungalow Rd. / PO Box 786 (Address)
Morris, IL 60450 (City/State/Zip)
815-941-0078 (Telephone)
barryplumbing@att.net (E-Mail)

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and all Contract Documents including the Project Specifications and the Project Drawings, dated March 04, 2026, and Addenda No.(s) 1, all as prepared by and on file in the office of DLA Architects, Ltd., Two Pierce Place, Suite 1300, Itasca, IL 60143, hereby propose to perform all labor, materials, tools, insurance, expendable equipment, and transportation, all as necessary to complete the above mentioned Project, under Contract for the sum of:

BASE BID: (Provide written and numerical values)

Base Bid: \$ 224,332.00
Two Hundred Twenty-Four Thousand Three Hundred Thirty-Two Dollars

All Allowances (stipulated in Section 012100): \$ 30,000.00
Thirty Thousand Dollars

Total Base Bid including Allowances: \$ 254,332.00
Two Hundred Fifty-Four Thousand Three Hundred Thirty-Two Dollars

FEES FOR CONTRACT CHANGES:

The undersigned agrees that on all changes to the construction involving costs, either extra items or credit items, shall be in accordance with Section 7.5 of the General Conditions of the Contract for Construction and the following percentages will be added or deducted from the actual cost of the work for our/my overhead and profit:

- | | | |
|----|----------------------------------|---------------------------------|
| 1. | For work done by our own crew: | <u>10</u> % Overhead and Profit |
| 2. | For work done by Subcontractors: | <u>5</u> % Overhead and Profit |

BONDING CERTIFICATION:

The undersigned agrees and hereby certifies that his company is 100 percent bondable for performance as well as material and labor payment bonds for the said project.

CONSTRUCTION TIME:

Understanding that time is of the essence, the undersigned agrees that if awarded a Contract for the work bid herein, he will commence work under the Contract as outlined in the Invitation to Bidders and achieve Substantial Completion of the Project by **July 31, 2026**.

The schedule of construction shall be closely coordinated with the school's ongoing activities and summer projects. The contractor will be required to coordinate site access and actual schedule of working dates.

The Contractor, by signing this agreement, shall make every effort, including working overtime, weekends and/or evenings, at the Contractor's expense, to complete work on the scheduled target dates and not adversely inconvenience the District in noted areas of work.

RIGHT TO REJECT BIDS AND SIGNING CONTRACT:

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at anytime thereafter before this Bid is withdrawn by written notification, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within 10 days after the Contract is presented to him for signature.

FREEDOM OF INFORMATION ACT REQUIREMENTS:

The Bidder acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the Owner, to produce certain records that may be in the possession of Bidder. Bidder shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/et seq. and the Act and shall maintain all records relating to any work being done for the District in compliance with the Local Records Retention Act and the Act (complying in all aspects as if the Bidder was, in

fact, the District). Bidder shall review its records promptly and produce to the District within two business days of request by the District the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Bidder may request the District to extend the time do so, and the District will, if time and a basis of extension under the Act permits, consider such extensions. Bidder further acknowledges that the Act, as amended and effective January 1, 2010, provides for severe criminal and civil penalties for willful failure to comply with its terms. Accordingly, Bidder does hereby agree, as an additional condition of being awarded a bid to provide labor, services or materials to the District, that it will hold harmless and indemnify, including costs and reasonably attorneys fees, the Architect, the District and its officers, agents and employees, against all damages incurred or penalties or fees assessed against it or them because of non-compliance with this agreement or the Act or the production requirements imposed under the Act.

BID DEPOSIT:

Bid security in the sum of \$ _____, in the form Bid Bond _____, is submitted herewith in accordance with the Instructions to Bidders (not less than 10 percent of Base Bid).

The undersigned further agrees that the proceeds of the Bid deposit shall become the property of the Owner if for any reason the undersigned:


1. Withdraws his Bid or Proposal any time within 90 days after the opening of the bids and prior to the time a formal written agreement has been signed and delivered to the Owner.
2. Upon written notification of the award of Contract to him, he fails to properly sign and deliver to the Owner the written Agreement formally evidencing the Contract within 10 days after the written Agreement has been mailed to the undersigned for such execution.
3. Fails to furnish Payment and Performance Bonds, as required by the Contract Documents, to the Owner within 10 days after signing said written Agreement.

The undersigned agrees that withdrawal of this Bid or failure to sign the Agreement or furnish satisfactory Payment and Performance Bonds within the times hereinabove set forth shall automatically bar undersigned from any further consideration and terminate any and all rights undersigned may have acquired in, by, or through this Bid.

The undersigned further agrees that the Owner shall have the right to retain the bid deposit for a period of 60 days from the date of opening of the bids if the undersigned is one of the three lowest bidders, and he does guarantee the amount set down hereinbefore to be firm for the same 60 days. If the undersigned is not one of the three lowest bidders, the bid deposit may be retained for a period of five days from the date of opening of the bids. At the expiration of said time, or earlier at option of the Owner, said bid deposit shall be returned to the undersigned unless said bid deposit has become the property of the Owner as liquidated damages for one of the reasons stipulated above.

IN WITNESS WHEREOF the undersigned Bidder has caused his/its signature and seal to be affixed hereto by its duly authorized officers this 25th day of March, 2026.

Firm Name: Barry Plumbing & Heating, Inc.

By: 

Title: Owner

Attest:

Dulce V Poblano

Secretary

(Note: If Bidder is a corporation, the corporate seal must be affixed.)

CERTIFICATE OF ELIGIBILITY TO BID

Barry Plumbing & Heating, Inc. (contractor), pursuant to Section 33E-11 (720 ILC 5/33E-11 III. Revised Statutes 1992), hereby certifies that neither he, she, it has been convicted of the offense of bid-rigging under Section 33E-3 of the Illinois Criminal Code (720 ILCS 5/33E-11 III. Revised Statutes 1992), or any similar offense of any state of the United States which contains the same elements as that offense, and that neither he, she, it nor any of his, her, its partners, employees, officers, or owners has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-4 III. Revised Statutes 1992), as amended, or any similar offense of any state of the United States which contains the same elements of that offense.



Authorized Signature

03/25/2026
Date

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

- (a) This bid or proposal has been independently arrived at without collusion with any other bidder nor with any competitor.
- (b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
- (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- (d) Bidder has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.
- (e) Bidder is not a subsidiary of a company that has been convicted of price fixing not pleaded "no contest" to such charges within the last five (5) years.



Authorized Signature

03/25/2026

Date

STATEMENT OF SEXUAL HARASSMENT

This contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act, including the mandatory provisions that each contractor have in place written sexual harassment policies that shall include, at 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) the vendor's internal complaint process including penalties; (v) the legal recourse, investigate and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by section 6-101 of this Act.

Barry Plumbing & Heating, Inc. ("Contractor"), having entered into a contract with the owner, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: _____

Authorized Agent of Contractor

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH THE ILLINOIS DRUG-FREE WORKPLACE ACT

The following certification must be completed by all contractors being considered for an award of any contract with the owner for the procurement of any property or services if the contractor is subject to the Illinois Drug-Free Workplace Act (30 ILCS 580/1 Ill. Rev. Stats., 1992):

I hereby certify that Barry Plumbing & Heating, Inc. (name of contractor) will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 217, par. 132.311 et. sec.) by:

(A) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract the employee will:
 - (a) abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(B) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon employees for drug violations.

- (C) Making it a requirement to give a copy of the statement required by section (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (D) Notifying the owner within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required in the ACT.
- (F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue a drug-free workplace through implementation of this Section.

Barry Plumbing & Heating, Inc.

NAME OF CONTRACTOR

By: 

Title: Owner

Date: 03/25/2026

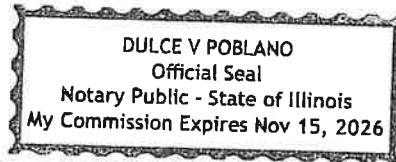
CERTIFICATE OF PREVAILING WAGE PAYMENT

Barry Plumbing & Heating, Inc., Contractor, hereby certifies that all laborers, workers and mechanics performing work under the contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education, and that Contractor and all subcontractors shall in all other respects comply with the *Prevailing Wage Act* in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum. Contractor shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's failure to comply with this certification.

By: _____
Contractors Authorized Representative

SUBSCRIBED and SWORN TO before me

this 25th day of March, 2026



Dulce V. Poblano
NOTARY PUBLIC