

**Minooka Community High School District 111
26655 W. Eames St.
Channahon, IL 60410**

**INVITATION TO BID ON THE
MINOOKA COMMUNITY HIGH SCHOOL DISTRICT 111
PARKING LOT CRACK FILL, SEALING, STRIPING, & PATCHING**

Minooka Community High School District 111 is soliciting bids for parking. **Deadline for Return is Tuesday, May 19, 2026 at 10:00 am. Bids must be mailed to John Troy at jtroy@mchs.net with “Parking Lot Bid” marked on the outside of the envelope.**

BIDS ARE TO BE SUBMITTED TO

Minooka Community High School District 111
Attn: Mr. John Troy, Assistant Superintendent of Business & General Counsel
201 S. Wabena
Minooka, IL, 60447

Locations of Project:

- 1. District Office**, 201 S. Wabena, Minooka, IL 60447
- 2. Central Campus**, 301 S. Wabena, Minooka, IL 60447
- 3. South Campus**, 26655 Eames St., Channahon, IL 60410
- 4. Transportation Building**, 700 E. Minooka Rd, Minooka, IL 60447

Interested Contractors are to arrange a site visit to measure and confirm project scope at each site. For South Campus, District Office and Transportation building contact John Taylor jtaylor@mchs.net, for the Central Campus contact Jason Piper jpiper@mchs.net

1. OPENING OF BIDS

Minooka Community High School District 111, Grundy County, Illinois is requesting bids per the attached specifications for a **Parking Lot Repairs**. Bids must be mailed or dropped off to Mr. John Troy, Assistant Superintendent of Business & General Counsel no later than 10:00 am Tuesday May 19, 2026, at which time they will be opened and acknowledged. Bids will be studied and reviewed and it is anticipated that a recommendation will be made to the Board of Education for award of Bid on Wednesday, May 20, 2026. The Board of Education reserves the right to waive any informalities, irregularities, or defects in any proposal should it be in the best interest of the school district to do so.

2. PREPARATION OF PROPOSAL

Proposal must be submitted on the prescribed Bid Form at the end of this document. Proposals will be opened immediately after the deadline. The method of transmittal of the proposal is at the seller’s risk of untimely receipt by the Board. The District will not be responsible for delays in delivery due to electronic means. All

bids will be acknowledged received, if you submitted a bid and did not receive an acknowledgement contact John Troy at 815-521-4294. Late bids will be returned unopened to the sender.

3. METHODS OF AWARD

The Board of Education reserves the right to reject any and all bids or to accept a bid in whole or in divisible part if deemed to be in the best interest of the School District. The Board of Education reserves the right to choose alternates it deems to be in the best interest of the School District. The Board of Education shall have the right and authority to award orders to the bidder or bidders best meeting all specifications and conditions based upon the sole judgment of the Board. Bids may be accepted in whole or in part, i.e. depending on the cost the district may decide not to do one or more or aspects of the bid (e.g. sealcoating, patching, etc.)

In making its determination the following qualifications in addition to price will be considered by the Board:

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract
- i. Past history and performance that the Bidder may have with the District.
- j. References from past school district clients of Bidder.
- k. Such other information as may be secured having a bearing on the decision to make the award
- l. Consideration will be given to standardization, interchangeability and availability of parts, if applicable to bid.
- m. In determining a bidder's responsiveness, the Board shall consider material deviations from the advertised specifications which materially affect price, quantity or limit the bidder's liability

Proposers and other interested parties are cordially invited to be present at the public proposal opening to be held at the time the sealed proposals are due. Proposals will be publicly opened and results announced.

4. DURATION AND WITHDRAWAL OF BIDS

All bids shall be binding for 60 calendar days following the bid opening date, unless the bidder, upon request of the District, agrees to an extension. A written request for the withdrawal of the bid or any part thereof may be granted if the request is received by the District prior to the specified time of bid opening. No bids may be withdrawn after they have been opened.

5. CERTIFICATES & ASSURANCES

All bidders shall submit all certificates herein contained and as required by law.

6. INVOICES

The successful Contractor shall submit three copies of invoices. Payment to the contractor shall be made within 30 days after receipt of invoice and approval by the Board of Education. Payments are approved by the Board of Education at its monthly Board meeting (typically the third Wednesday of each month) provided a valid invoice is received at least two weeks prior to the Board meeting and said service has been provided and accepted by the Board of Education. **Invoices must be accompanied by certified payroll.**

7. COMPLETION DELIVERY TIME

All work must be scheduled with the building & grounds department and must be completed by August 10, 2026.

8. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will not be considered.

9. BID BOND:

The Bidder shall submit with the bid a Bid Bond satisfactory to the District, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the District, in an amount equal to 10% of the price specified.

10. COMPLETENESS

All information required by the Invitation to Bid must be supplied to constitute a proper bid.

11. AUTHORITY TO ACT AS AGENT

Upon request, the bidder will provide proof to the District that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.

12. DEVIATIONS

In the event that the Bidder intends to deviate from the specifications, all such deviations must be listed and attached to the bid. The absence of a submitted deviations will assure the District that no deviations from specifications exist.

13. QUESTIONS REGARDING SPECIFICATIONS

Should a bidder find discrepancies or omissions in the specifications or instructions, or should he/she be in doubt as to their true meaning, he/she should notify the Assistant Superintendent who will, in turn, clarify such specifications and notify other bidders of any material change or clarification. The Board of Education shall not be held responsible for oral instruction to bidders. **No questions will be accepted 24 hours prior to the bid opening.**

14. SUBLETTING CONTRACT

It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or right, title or interest therein, or power to execute such contract, to any other person, firm or corporation, without the previous written consent of the District, but in no case shall such consent relieve the Bidder from his/her obligation, or change the terms of the Contract.

Furthermore, the contractor shall not allow a subcontractor to commence work on any portion of the project without evidence that the subcontractor has insurance coverage equal to coverages required of the contractor by the district.

15. NON-DISCRIMINATION

No bidder who is the recipient of the District's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit any unfair employment practice. Bidder further agrees that this article will be incorporated by the bidder into all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

16. SEXUAL HARASSMENT POLICY

Every party to a public contract and every eligible bidder must have a written sexual harassment policy that shall include, 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) the recourse, investigative and complain process available through the Illinois Department of Human Rights and the Human Rights Commission; (v) directions on how to contact the Department and Commission; and (vi) protection against retaliation as provided by Section 6-101 of the Human Rights Act.

17. INDEMNITY

Bidder/contractor shall indemnify, keep and save harmless the District, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the District in consequence of the granting of this contract or which in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, and the bidder/contractor shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District in any such action, the bidder/contractor shall, at his/her own expense, satisfy and discharge the same. Bidder/contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep or save harmless and defend the District as herein provided.

18. COLLUSIVE BIDDING

The bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

19. IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946

All identical bids submitted to the District as a result of advertised procurement for materials, supplies, equipment or services exceeding \$2,500.00 in total amount shall, at the discretion of the District, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

20. CONTRACTOR NOT AN AGENT

The bidder/contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent contractor furnishing services to the District.

21. RESPONSIBILITY FOR MATERIALS SHIPPED

If applicable, the bidder/contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the bidder/contractor shall bear all risk on rejected materials and supplies after notice of rejection. Rejected materials or supplies must be promptly removed by and at the expense of the bidder/contractor after notification of rejection.

22. INSPECTIONS

If applicable, for supplies and materials purchases - inspection and acceptance of will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or equipment will be made as promptly as practicable, but failure to inspect or accept or reject materials or equipment shall not impose liability on the District for such materials or equipment as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

Contractors or vendors should be aware that the District is required by state law to follow and adhere to all local municipal building and zoning codes.

23. PREVAILING WAGE

The awarded Contractor is required to pay all applicable wage rates as required and stipulated by Federal, State and Local laws and **Contractor agrees to pay prevailing wages for all work completed under this contract.**

The contractor and all subcontractors shall use the “CERTIFIED TRANSCRIPT OF PAYROLL” and “AFFIDAVIT” forms as prepared by the Illinois Department of Labor. Electronic Versions of these forms are available from the Illinois Department of Labor. Pay requests will not be processed until current certified payrolls are provided for contractor and subcontractors.

24. INSURANCE

INSURANCE

The district upon awarding a project requires a Certificate of Insurance with “Additional Insured Endorsement in such amounts and with such entities as deemed acceptable by the district. Minimum occurrence based insurance requirements are as follows:

- (i) Workers’ Compensation and Employer’s Liability Insurance as required by applicable State of Illinois law.
- (ii) Commercial General Liability Insurance, including contractual liability, Bodily Injury \$1 million per occurrence, and \$3 million aggregate; Property Damage \$1 million occurrence, and \$3 million aggregate; Personal Injury \$1 million per occurrence and \$3 million aggregate.
- (iii) Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automotive equipment of, Bodily Injury per person, \$1 million occurrence per and \$3 million aggregate, Property Damage \$1 million per occurrence and \$3 million aggregate.

(iv) Limits on General Liability and Comprehensive Auto Liability may be less if providing an Umbrella liability policy of not less than \$5 million covering all claims under subparagraphs (ii) and (iii).

You must require your insurance company to list the District as "Additional Insured". The Certificate **and insurance endorsement** must state: "Minooka Community High School District 111, its employees, administrators, and Board of Education." The Certificate of Insurance and Endorsement must be provided to the District prior to starting the project.

24. SAFETY

The contractor shall provide all barricades, security, and signage necessary to control vehicle and pedestrian traffic and to protect the pavement areas while work is in progress and until the sealer is fully cured and does not pickup under foot or wheeled traffic.

25. WARRANTY

The Contractor shall provide a warranty for materials and workmanship covering a period of 2 years after final completion and final acceptance of Work. The Warranty shall be against defects due to faulty materials or workmanship and shall agree to replace defective work without cost to Owner.

26. COAL TAR DISCLOSURE ACT (410 ILCS 170)

The district will consider coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use. The district is also requesting a bid with an alternative for asphalt-based or latex-based sealant product as a part of the engineering project. The district will consider whether asphalt-based or latex-based sealant product should be used for the project based upon costs and life cycle costs that regard preserving pavements, product warranties, and the benefits to public health and safety.

27. GENERAL

The contractor will be responsible for the procurement of all construction permits. The contractor shall give all notices necessary and incident to the due and lawful prosecution of the Work.

A. All work shall be conducted in accordance with the Occupational Safety and Health Administration (OSHA) requirements and Grundy County regulations. The contractor shall be fully responsible for coordination of his work and the work of his employees, subcontractors, and suppliers, and to assure compliance with schedules. The Occupational Safety & Health Administration (OSHA) Hazardous Communication Standard (29 CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. In order to comply with this requirement, the district has developed a list of all the hazardous chemicals known to be present in our facility. A Material Safety Data Sheet (MSDS/SDS) is also on file for each of these chemicals and/or hazardous substances. This information is available to you and to your employees upon request.

B. In order to protect the safety and health of our own employees as well as the employees of contractors/suppliers, contractor/suppliers must maintain and provide, upon request, an MSDS/SDS on any hazardous chemical(s) or material(s) which they bring to the facility. Failure to maintain an MSDS/SDS and

provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

C. Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA's Hazard Communication Standard.

D. The contractor shall schedule work with the authorized district representative with at least Seven (7) days advance notice. The contractor shall at all times conduct the work in such manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and employees shall be provided for in an adequate and satisfactory manner.

E. Any unforeseen site conditions that are encountered in the field that warrant a modification in the plans and/or design shall be brought to the attention of the district's authorized representative.

F. Any construction items that are not represented in the plans or summary of quantities but can be reasonably be expected to be included in the scope of work of an already specified item shall be considered incidental to the Contract and no additional expense shall be permitted.

G. It shall be the sole responsibility of the contractor to restore the project or disturbed areas to conditions prior the commencement of construction activities.

H. To the fullest extent permitted by law, the contractor shall be responsible for any and all injuries or damages to property due to the activities of the contractor, its subcontractors, suppliers, agents and employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The contractor shall indemnify and hold harmless the District, including the Board of Education, its employees, officers and agents from any and all claims, lawsuits, actions, costs and fees, including reasonable attorney's fees and expenses of every nature and description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work, or on account of or in consequent of using unacceptable materials in construction of the work of because of any act, omission, neglect, or misconduct of contractor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them and/or anyone for whose acts they may be liable for because of any claims or amount of recovered by reason of any infringement of patent, trademark, or copyright, or by reason of the violation of any law, ordinance, order, or decree.

I. The contractor shall be responsible for meeting any requirement for any machine, device or part thereof, which is regulated by or becomes regulated by Federal or State of Illinois Noise Standards, shall conform to those standards. All other equipment shall operate under the noise requirements of the County of Grundy, IL.

J. Nothing in this contract between the district and the contractor or anyone else is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the contractor, subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by an authorized representative of the district, employee, or officer whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of duty to anyone, including but not limited to third parties, regarding work place safety. In order to insure this and other duties of the contractor, certain indemnifications and insure is required by the contract. Additionally, the contractor guarantees to the owner a safe work place shall be provided for all employees of the contractor, subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act and any work place safety act of the State of Illinois. Contractor agrees to require this work place safety guarantee of

all subcontractors and expressly require the district and Board of Education to be third party beneficiaries of each guarantee.

K. Working Hours Unless authorization for extended hours has been obtained in writing from Engineer, or is specifically provided for within these specifications, Contractor shall restrict his working operations to the hours between 7:00 o'clock a.m. and 5:00 o'clock p.m., Monday through Saturday. These restrictions shall not apply to the maintenance or operation of any and all safety and traffic control devices which are required to remain in place during non-working hours, or to work of an emergency nature.

L. Occupation and Use of Work Site Contractor shall: a. Confine operations at the Work Site to areas permitted by law, ordinances, permits, and the Contract Documents. b. Not load or permit any part of a structure to be subjected to any force that will endanger its safety. c. Comply with and enforce Owner's instructions regarding signs, advertisements, fires, and smoke. d. Assume responsibility for protection and safekeeping of equipment, materials, or products stored at the Work Site. e. Not discharge smoke, dust, or other contaminants into the atmosphere, or fluids or materials into any waterway as will violate regulations of any legally constituted authority. f. At all times keep the Work Site free from accumulating waste materials and rubbish caused by his work or employees. All materials and equipment required on the site shall be kept in such a manner so as to cause a minimum of inconvenience and nuisance to other Contractors and the general public. g. Move stored materials or products which interfere with the operations of Owner or other Contractors, or impede the safe movement of vehicular traffic or pedestrians. h. Obtain and pay for additional storage or work areas needed for operations. i. Not permit the consumption of alcohol at the Work Site.

M. Protection of Existing Drainage Facilities and Water System Appurtenances During Construction Whenever during construction operations any loose material is deposited in the flow line of gutters, drainage structures, or ditches such that the natural flow line of water is obstructed, this loose material shall be removed at the close of each working day. At the conclusion of construction operations all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered incidental to the contract, and no additional compensation will be allowed.

N. Unless reconstruction or adjustment of an existing manhole, catch basin, inlet or adjustment to the frame and grate of the aforementioned structure is called for or is ordered by Engineer, the proposed work should meet the existing elevations of these structures. Contractor shall take the necessary precautions when working near or above existing sewers to protect these sewers from any damage resulting from his operations.

O. Co-operation with Utilities Contractor shall notify all utilities utilizing the JULIE One-Call system at least 48 hours prior to commencement of any construction. Underground utilities may not be shown on the Plans. Contractor shall be responsible to determine the existence, nature and location of all utilities and appurtenances. Contractor shall exercise all reasonable precautions against damage to existing utilities. The operation of existing utilities shall not be interrupted as a routine part of Contractor's operation. In the event of an interruption of any utility, Contractor shall be responsible for identifying the appropriate utility and shall lend all possible assistance in restoring service. Contractor shall assume all costs connected with the repair of any damaged utility. Where the location of utilities interferes with the proposed Work to the extent that the Drawings must be altered, Owner shall be notified so that appropriate changes can be implemented. Contractor shall cooperate with the Owner and all utility companies involved with the removal, temporary relocation, reconstruction, or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of this improvement. Costs associated with bracing, identifying, protecting or moving any facility shall be considered incidental to the Contract

P. Protection of Trees and Shrubs Every effort shall be made by Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans. Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Q. Cleanup and Restoration Contractor shall prepare and clean up all loose concrete and rubble, excavated materials, forms, tools and any other miscellaneous debris as soon as work is completed at each construction site. (Engineer may identify certain parkway or lawn areas where restoration work is more extensive in nature, and which will be measured for separate payment.) All other disturbed lawn areas not so designated shall be backfilled with top soil, firmly tamped, prepared and seeded, so as to provide a complete lawn restoration job and considered incidental to the contract.

R. Dust Control At the end of each day's operations, or as required by Owner, Contractor shall take appropriate measures to control dust throughout the project limits by means such as mechanical sweeping or dust abatement chemicals. The cost for dust control shall be considered incidental to the Contract, and no additional compensation will be made.

S. Contractor shall maintain an emergency phone number where a contact person can be notified at any time, weekends and holidays included, of an emergency condition due to the work which requires immediate repair or protection. Upon such notification by Owner, Contractor shall be given a two-hour time limit to provide whatever barricades, flags, signs, and lights are required to mark and protect the hazard. If Contractor fails to respond to this emergency call within the two hour period following notification, Owner may provide or otherwise arrange for the necessary protection, and deduct the sum of \$500.00 for each occurrence from the monies due and payable to the Contractor for completed work.

Minooka Community High School District 111
26655 W. Eames Street
Channahon, IL 60410

SPECIFICATIONS

Minooka Community High School District 111 is seeking bids on the crack fill, sealing, stripping, patching where needed. Bidders are invited to inspect and measure the parking lots prior to submitting their bid.

1. See Exhibit 1 and 2 for areas requiring patching at each campus. Measurements are provided as an estimate, bidder must verify measurements.
2. Crack and Seal Coating will be at the District Office, Transportation, and Central Campus.

CRACK FILLING

All work performed under this item shall be performed in accordance with Section 451 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition unless modified with these documents.

Description. This work shall consist of routing, cleaning, and sealing transverse and longitudinal reflected cracks in existing hot-mix asphalt (HMA) pavement.

Materials. Materials shall be according to the following.

Item	Article/Section
(a) Hot-Poured Joint Sealer	1050.02

Equipment. The routing machine shall have a steel, circular cutting head with carbide tipped cutters mounted radially. The machine shall be capable of routing a uniform, square shape approximately 3/4 x 3/4 in. (20 x 20 mm) in either a straight or irregular line.

The kettle used for heating the sealer shall be double-jacketed.

General. Bidder shall inspect the parking facility and recommend areas for crack fill and submit drawings identifying locations.

Primary transverse and longitudinal working cracks shall be routed, cleaned, and sealed. Any adjacent secondary cracks shall be only cleaned and sealed as directed by the authorized district representative.

Cracks shall be routed following the crack as nearly as possible, approximately 3/4 in. (20 mm) wide by 3/4 in. (20 mm) deep as close to a 1:1 ratio as possible. Immediately ahead of sealer placement, dust and debris shall be blown from the crack with a power brush/blower or with compressed air with a minimum pressure of 90 psi (620 kPa). When compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

The hot-poured joint sealer shall be continuously and mechanically agitated during heating. The sealer shall be applied using the methods and equipment recommended by the manufacturer, except it shall only be placed when the air temperature in the shade is 40 °F (5 °C) or greater.

Existing raised reflective pavement markers shall be protected during the crack sealing operations. Tracking of sealant material will not be allowed. If sealant materials are applied to the markers, such material shall be removed.

Sealant shall be placed in the clean, dry crack. The crack shall be slightly overfilled and immediately squeezed to provide a "band-aid" type effect approximately 2 in. (50 mm) wide, flush with the pavement surface, and with the edges feathered out.

The parking areas shall be closed to traffic until such time that the sealant has sufficiently dried. Any required traffic control to achieve this shall be included in the cost of this item. When approved by the District representative, the sealant may be dusted with fine sand, portland cement, or mineral filler to prevent tracking.

Method of Measurement. This work will be measured for payment as follows.

Crack Filling. Filling of cracks will be measured for payment in pounds of sealant used and as shown in the submitted plans or as modified by the district representative

Basis of Payment. This work will be paid for at the contract unit price per pound for CRACK FILLING.

SEAL COATING

The district will consider coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use. The district is also requesting a bid with an alternative for asphalt-based or latex-based sealant product as a part of the engineering project. The district will consider whether asphalt-based or latex-based sealant product should be used for the project based upon costs and life cycle costs that regard preserving pavements, product warranties, and the benefits to public health and safety

Seal coat existing asphalt surface as indicated in this scope of work, and as necessary for a complete and proper renovation of the existing paving. Sealcoating is to include all asphalt surfaces except for the newly laid parking lot to the north of the main building. All asphalt surfaces includes the main parking lot, paths to entrances to stadium, concession stand area, path to maintenance shed, maintenance shed parking lot, loading dock entrance, horseshoe entrance on east side of building.

After all pavement repairs are completed, all surfaces to receive asphalt sealer shall be cleaned, washed and scraped as required to remove all dust, debris, oil spots, and other foreign materials prior to the application of sealer. Oil spots and deposits that may prevent proper seal coat bonding shall be

heated and excess oil scraped and removed. Prior to seal coating, the cleaned areas shall be treated with an oil spot treatment as recommended by the manufacturer of the seal coat material. Sealer should not be placed on new asphalt that has not cured.

Materials. Furnish and apply one of the following approved sealers:

1. GemSeal Black Diamond Ultra Pavement Sealer,
2. SealMaster's Masterseal Ultra Blend Pavement Sealer SMT-153
3. Other sealer meeting or exceeding the specifications of the above

The contractor shall provide for the following as a part of their bid price:

1. In the bid price the Contractor shall include cost for the sealer material distributor's or manufacturer's tanker truck to deliver the sealer material to the construction site with premixed, ready to use sealer. The tanker shall remain on-site during the operation and the tanker shall be used to dispense the material to the contractor's application for direct application to the pavement without being amended.
2. Contractor shall apply a **two coat** system in accordance with manufacturer's directions for medium to heavy traffic conditions as the manufacturer's published literature dictates.
3. As a part of the close-out documents, the contractor shall provide for the project a certification from the distributor or manufacturer certifying the ready-mixed material delivered to the site meets this performance specifications required herein.

Project Environment Requirements.

1. Apply sealer at ambient temperatures between 50 and 80 deg F.
2. Do not apply sealer over wet pavement or when precipitation is imminent.

Sequencing.

1. Do not apply sealer over newly laid asphalt paving.
2. Do not apply sealer until completion of crack sealing.
3. Follow Sealer Manufacturer's recommendations in regard to fogging of substrate, priming of substrate, and dilution of sealer.
4. Apply sealer using power driven machine that continually mixes sealer, water, and sand.
5. Apply two coats minimum. Apply addition coats if necessary to attain manufacturer's recommended coverage. Allow 24 hours between coats.

Protection.

1. Keep traffic off freshly applied sealer for 24 hours minimum.

Method of Measurement. This work will be measured for payment as follows.

Seal coating shall be shown in the submitted plans or as modified by the district representative

Basis of Payment. This work will be paid for at the contract price for seal coating as specified per school location.

PARKING LOT STRIPING

All work performed under this item shall be performed in accordance with Section 780 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition unless modified with this document.

Prior to application of the paint pavement marking, the Contractor shall make certain the pavement surface is dry and free of dirt and grease and, if necessary, clean the surface to the satisfaction of the district representative.

Paint shall be applied at a minimum thickness of 16 mils and beads shall be applied to all painted surfaces at the minimum rate of 6.0 lb/gal of paint used.

The striping shall be yellow and the handicapped stalls, including the handicap symbol, shall be yellow. ONE coat of paint shall be applied.

Striping shall be in accordance with the original striping. **Contractor shall confirm appropriate number and placement of handicap spaces to comply with ADA laws. Contractor shall provide a drawing with striping configuration for approval prior to work being conducted**

The parking areas shall be closed to traffic until such time that the paint has sufficiently dried. Any required traffic control to achieve this shall be included in the cost of this item.

Method of measurement. Paint pavement markings will be measured in place per lineal foot of length install as shown on the plans presented with the bid. Additions or modifications in the field may be made by the authorized district representative

Basis of Payment. This work will be paid based upon the contract price per lineal foot.

PARKING LOT PATCHING

All work performed under this item shall be performed in accordance with Section 406 of the IDOT Standard Specification for Road and Bridge Construction.

Bidder shall inspect the parking facility and recommend areas for patching and submit drawings identifying locations.

Patching

Removing and haul away existing asphalt

Regrade and compact existing stone base, additional stone base to be bid per ton in place

Proof roll existing sub-base

3" asphalt binder course on all drives and bus lanes,
2" asphalt binder course on parking lots
1 ½" asphalt surface course on all roads, bus lanes, parking lots

Method of measurement. Hot-Mix asphalt binder and surface course will be measured in place per ton of the asphalt mix specified to be placed

Method of Payment. The work shall be paid for at the contract unit price per ton of hot mix asphalt binder and surface course.

Location: District Office, 201 S. Wabena, Minooka, IL 60447

Project will consist of 1) Milling and overlay the rear portion of the lot, 2) sealing and crack filling the rest of the lot, and 3) striping the rest of the lot consistent with the current striping. See the Image below:







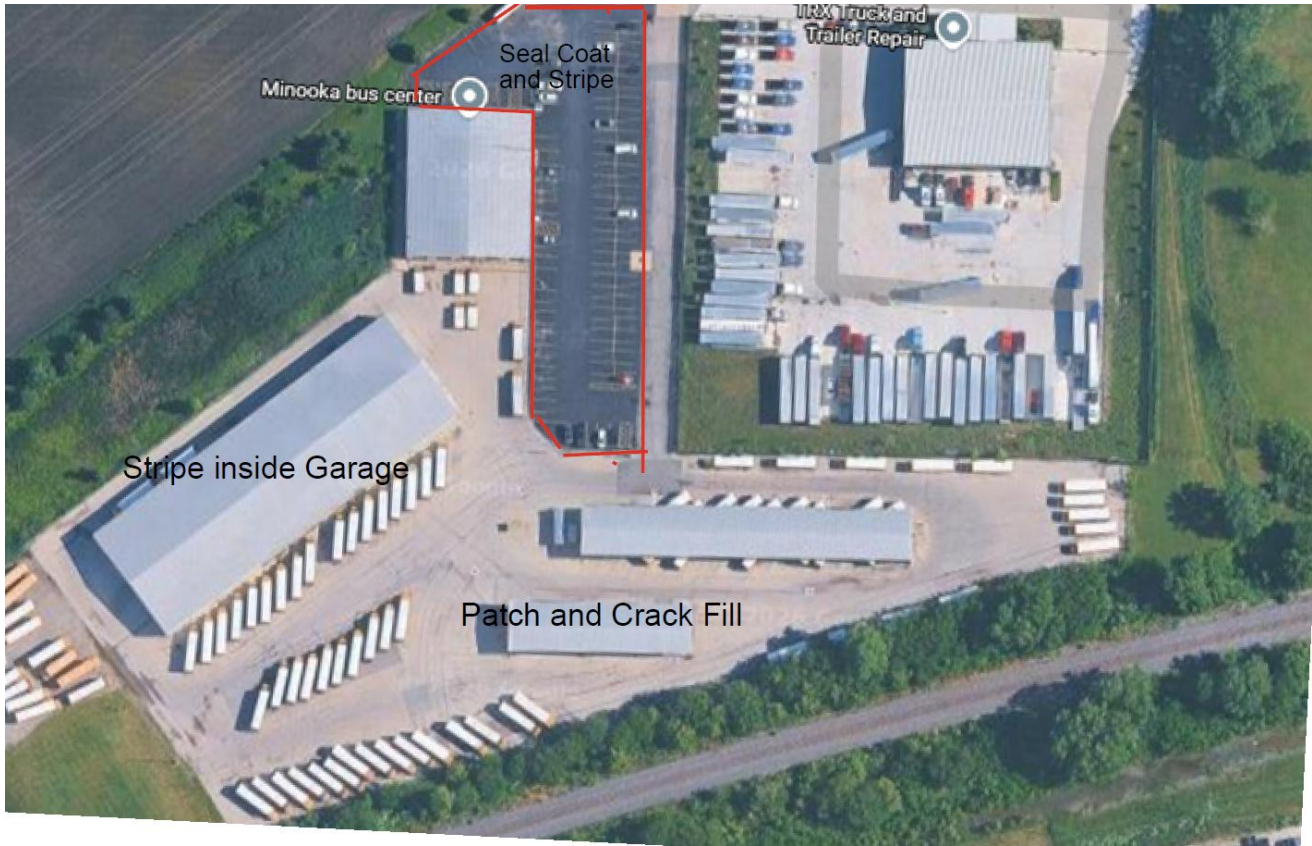








Location: Transportation



There are approximately 18 locations for patching. The photo's illustrate the types of areas needed patching. The approximate dimensions of the patches are as follows (contractor to verify)

	dimensions		dimensions
1	7'x4'	10	11'x8'
2	10'x11'	11	12'x4'
3	8'x5'	12	33'x13'
4	9'x11'	13	6'x5'
5	33'x6'	14	28'x2'
6	8'x6'	15	12'x8'
7	106'x7'	16	11'x5'
8	12'x11'	17	5'x3'
9	10'x5'	18	10'x10'

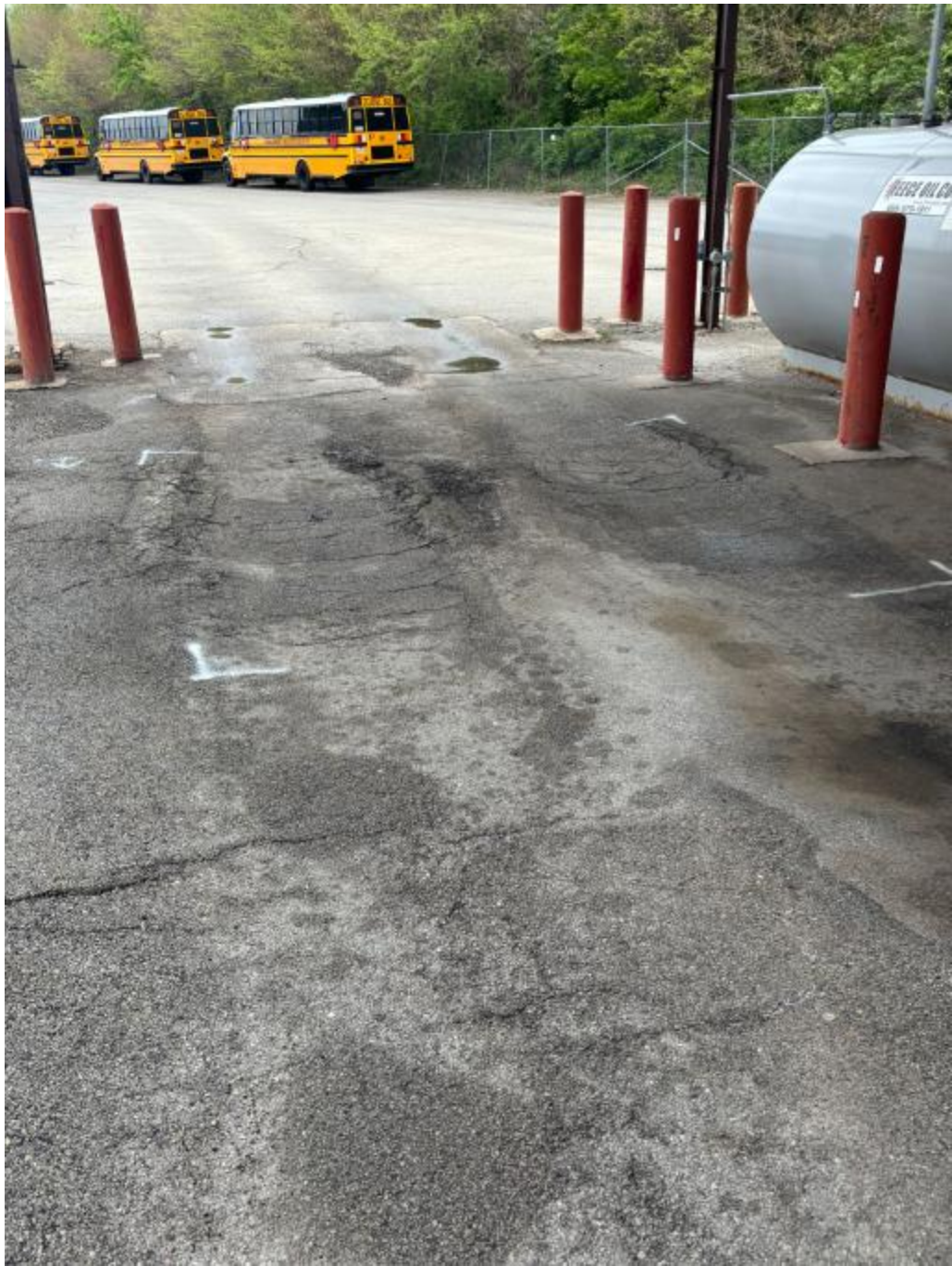


























Location: Central Campus



The Central Campus has two areas 1) Mill and Overlay and 2) a patch. The rest of the area would be crack fill.











Location: South Campus



The South Campus will have patching and sealcoating. Striping to be same as current striping

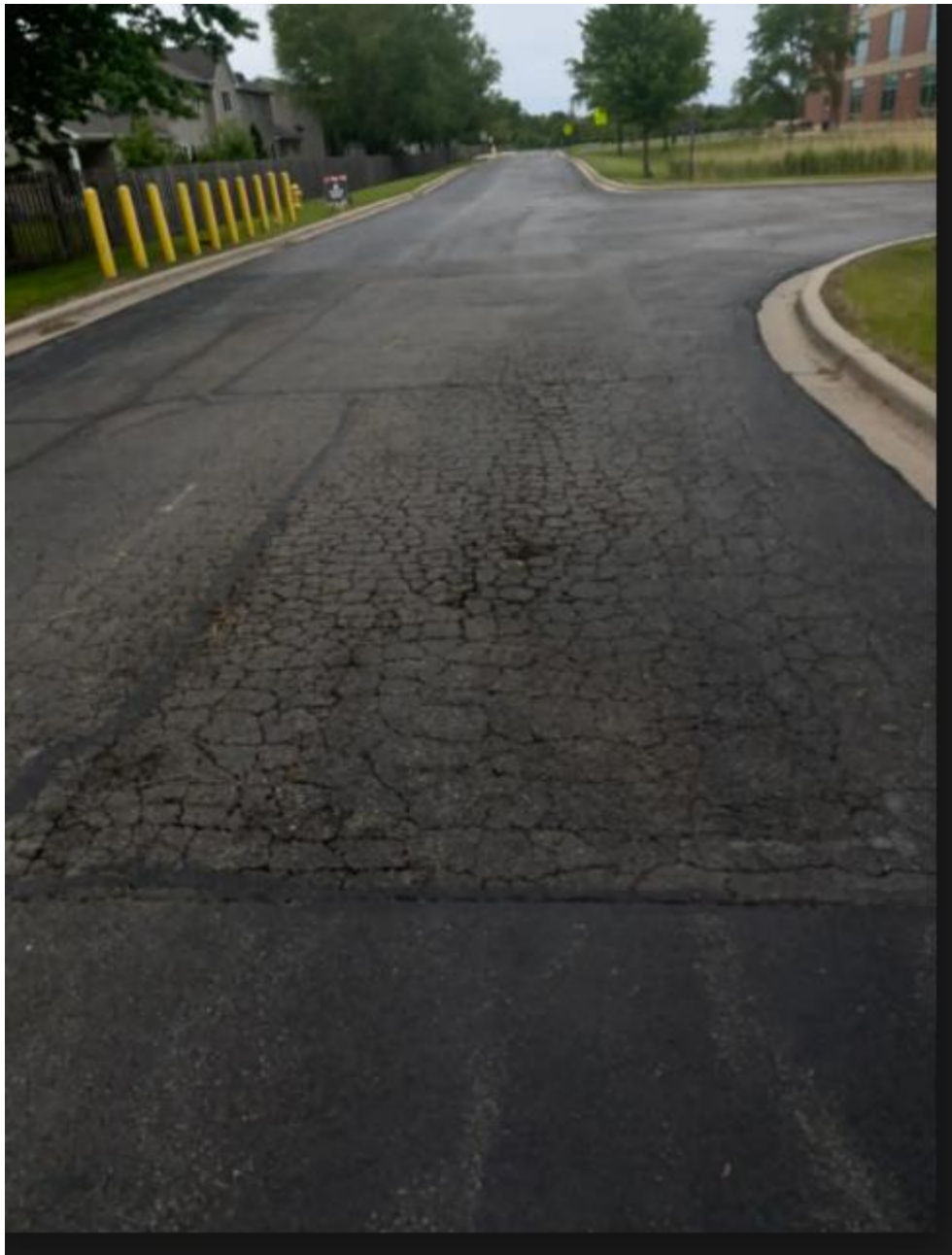














Bid Form

South Campus Building

Contractor is required to measure

South Campus Seal Coating and Striping (entire parking lot, except for areas fenced in and under construction)

Measured Square Footage: \$ _____

Price per square foot: \$ _____

Total Price for South Campus Seal Coating and Striping
 (Seal coating and striping to be submitted with bid): \$: _____

South Campus Alternate Seal Coating bid for an alternate to asphalt based product or a latex based sealant product

Measured Square Footage: \$ _____

Price per square foot: \$ _____

Total Price for South Campus Seal Coating and Striping (striping to match current): \$: _____

South Campus Patching Location:

	Dimensions	Square Feet
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Total Square Feet	

South Campus Patching

Price Per Square Foot: \$ _____

Total Square Feet:

Total Price Patching: \$ _____

Central Campus Building
Contractor is required to measure

Central Campus Mill, Overlay, and stripping (old Tennis Court Lot) (stripping plan to be included with bid)

Measured Square Footage: _____

Price per square foot: _____

Total Price for Central campus: _____

Central Campus Patching

Measured Linear Feet: _____

Price per Linear foot: _____

Total Price for Patching Central Campus: _____

District Office Building
Contractor is required to measure

District Office Building Mill and Overlay

Measured Square Footage: _____

Price per square foot: _____

Total Price for District Office: _____

District Office Building Seal Coating and Striping (front parking area and striping of the bus barn building)

Measured Square Footage: \$ _____

Price per square foot: \$ _____

Total Price for District Office Seal Coating and Striping stripping plan to be submitted with bid \$: _____

Alternate Seal Coating bid for an alternate to asphalt based product or a latex based sealant product

Measured Square Footage: \$ _____

Price per square foot: \$ _____

**Total Price for South Campus Seal Coating
and Striping (striping to match current):**

\$:_____

CRACK FILLING

Transportation Building

Price per pound:_____

Estimated total pounds:_____

Total Price for South Campus_____

Central Campus

Price per pound:_____

Estimated total pounds:_____

Total Price for Central Campus_____

District Office Building

Price per pound:_____

Estimated total pounds:_____

Total Price for South Campus_____

STATEMENT OF CERTIFICATION

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

1. This bid or proposal has been independently arrived at without collusion with any other contractor or with any competitor.
2. 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 contractor, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. Contractor has not been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.
5. Contractor is not subsidiary of a company that has been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.
6. As part of its bid, the supplier/contractor does hereby certify that said supplier/contractor is not barred from bidding on the contract as a result of violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes
7. As part of its bid, the supplier/contractor does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (Ill.Rev.Stat. ch 127. para. 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance or work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.
8. As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-105 that [he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.
9. As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] complies with the procedures and requirement of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action, shall provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.
10. 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: “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), and 5/12-16 (Aggravated criminal sexual abuse, and or those offenses defined in the Cannabis Control Act,” 720 ILCS, 550/I 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 have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any 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 said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above.

Contractor further agrees to submit with said authorization payment for any costs and expenses 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 and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students of the school district. This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

11. **Liquidated Damages:** Time is of the essence in the delivery and installation of the equipment in this bid. The successful contractor must warrant that it will deliver and install substantially all of said equipment by August 11, 2026, provided the bid is awarded at the March School Board meeting. The parties further agree that should the successful contractor fail completion by August 11, 2026 that the district’s damages would be difficult to calculate and that liquidated damages are appropriate, not as a penalty, but to compensate the district for the contractor’s breach. After a grace period of 7 days, delays, with the exception of Force Majeure or delays not imputable to the contractor, the rate of liquidated damages charged to the contractor shall be \$1,000 dollars a day. Such Liquidated Damages, however, shall not exceed 5% of the total value of the Goods involved in the late delivery

By: _____
Authorized Agent Signature **Printed Name** **Date**

SUBSCRIBED and SWORN TO before

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

BID SUBMITTAL CHECKOFF SHEET (must be returned with bid)

Company Name: _____

By: _____
Authorized Agent Signature Printed Name Date

- a. The bid shall include drawings of the new layout of the room(s) with recommended design graphics. The district is open to receiving proposals that present various options/ at various cost levels.

Included Yes No

Located in Appendix (or Tab) #: _____

- b. The bid shall include separate line items for the cost of the material shipping, and the installation.

Included Yes No

Located in Appendix (or Tab) #: _____

- c. The bid shall include lead time for ordering and shipping. Additionally, the bid shall contain an affirmative statement whether the contractor can deliver and install said equipment prior to August 1, 2026 if awarded said bid at the March Board meeting and P.O. issued by March 20, 2026.

Included Yes No

Located in Appendix (or Tab) #: _____

- d. The bid should include any and all warranties and extended warranties

Included Yes No

Located in Appendix (or Tab) #: _____

- e. The bid should include all specification sheets for the flooring and any and all preventative maintenance for the flooring and available maintenance plans.

Included Yes No

Located in Appendix (or Tab) #: _____

- f. The bids shall include references from 3 school districts of similar size and scope of project, preferably Illinois school districts.

Included Yes No

Located in Appendix (or Tab) #: _____

- g. The bid shall include an ACORD Certificate of Liability Form indicate the types and amounts of liability insurance maintained and substantially similar to the sample Accord form contained herein

Included Yes No

Located in Appendix (or Tab) #: _____

- h. The bid shall include the Certification form contained herein signed and completed.

Included Yes No

Located in Appendix (or Tab) #: _____

- i. A copy of the Illinois Secretary of State's Department of Business Services online records evidencing that the contractor has a current corporate annual report on file. If the contractor is an individual, sole proprietor, or partnership, this subsection shall not apply;

Included Yes No

Located in Appendix (or Tab) #: _____

- j. Documents evidencing current registration with the Illinois Department of Revenue if contractor has employees (e.g. document with account number, Illinois Business Tax number).

Included Yes No

Located in Appendix (or Tab) #: _____

- k. Documents evidencing current registration with the Illinois Department of Employment Security if contractor has employees (e.g. document with UI account number).

Included Yes No

Located in Appendix (or Tab) #: _____

- l. Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years.

Included Yes No

Located in Appendix (or Tab) #: _____

- m. A statement that all employees are (i) covered under a current workers' compensation insurance policy and (ii) properly classified under such policy. If the contractor is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" of the contractor's workers' compensation policy and any continuation of that Information Page which include the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code.

Included Yes No

Located in Appendix (or Tab) #: _____

- n. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and all rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or federal Davis-

Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements. A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed not to be a Responsible Contractor for two (2) years from the date of the latest finding.

Included Yes No

Located in Appendix (or Tab) #: _____

- o. A copy of the written program for the prevention of substance abuse to be filed with a public body pursuant to the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.).

Included Yes No

Located in Appendix (or Tab) #: _____

- p. A statement that individuals who will perform work on the district project on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances.

Included Yes No

Located in Appendix (or Tab) #: _____

- q. Documents evidencing any professional or trade license required by law or local ordinance for any trade or specialty area in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company.

Included Yes No

Located in Appendix (or Tab) #: _____

- r. Evidence of participation in apprenticeship training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization; and evidence that any applicable apprenticeship program has graduated at least five (5) apprentices in each of the past five (5) years for each of the construction crafts the contractor will perform on the project. Evidence of graduation rates are not required for apprenticeable crafts dedicated exclusively to the transportation of material and equipment to and from the district project.

The required evidence includes but is not limited to a copy of all applicable apprenticeship standards and Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the district project; and documentation from each applicable apprenticeship program

certifying that it has graduated at least five (5) apprentices in each of the past five (5) years for each construction craft the contractor will perform on the project. Additional evidence of participation and graduation requirements may be requested by the Minooka Community High School District #111 at its discretion.

Included Yes No

Located in Appendix (or Tab) #: _____

- s. Contractor shall certify that all employees expected to perform work on the project have completed a 10-hour or greater OSHA safety program. Only workers that have satisfactorily completed a 10-hour or greater OSHA safety program will be allowed to participate on the project. The contractor must have copies of employee OSHA cards on file, and Minooka Community High School District #111 may request the contractor provide copies of employees OSHA cards; failure to produce an employee's OSHA card may result in a determination that the contractor is not a responsible contractor.

Included Yes No

Located in Appendix (or Tab) #: _____

- t. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to Minooka Community High School District #111. Each contractor shall submit all subcontractor information and supporting documentation to Minooka Community High School District #111 prior to the subcontractor commencing work on the project. It shall be the responsibility of the Contractor to ensure its subcontractors comply with all of the requirements of this Code, including the timely and complete submittals of all required documentation, and the full compliance with all obligations set forth in this Ordinance and the project specifications. Failure of a successful Contractor to submit the required subcontractor information or documentation may constitute a contractual default and/or breach by the contractor and may disqualify a Contractor from performing work on future projects.

Included Yes No

Located in Appendix (or Tab) #: _____

- u. Contractor must provide evidence of relevant experience on similar size and scope projects in the past (5) years that indicate the necessary capacity to perform the project and must provide adequate reference(s) verifying the quality of work performed;

Included Yes No

Located in Appendix (or Tab) #: _____

- v. Statements as to past performance, which shall give an accurate and complete record of all public works projects completed in the past three (3) years by the contractor. Such

statements shall include the name of the public body and the project, original contract price, final contract price, the names of all subcontractors used, if applicable, and a statement as to compliance with completion deadlines.

Included Yes No

Located in Appendix (or Tab) #: _____

- w. Any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the Federal Davis-Bacon and Related Acts.

Included Yes No

Located in Appendix (or Tab) #: _____

- x. Any material changes to the contractor's status, at any time, must be reported in writing within fourteen (14) calendar days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible contractor.

Acknowledged & Agreed Yes No

- y. It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to Minooka Community High School District #111. Contractor submissions deemed inadequate or incomplete may result in a determination that the contractor is not a responsible contractor.

Acknowledged & Agreed Yes No

The submission requirements also apply to all subcontractors, except that the successful contractor shall submit all subcontractor submissions to Minooka Community High School District #111 prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful contractor from performing work on the project and shall not constitute a contractual default and/or breach by the successful contractor.

Acknowledged & Agreed Yes No

However, Minooka Community High School District #111 may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and Minooka Community High School District #111 approves such

information. Further, where Minooka Community High School District #111 deems necessary, Minooka Community High School District #111 may also require that the successful contractor remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

Acknowledged & Agreed Yes No

CONTRACTOR QUESTIONNAIRE (must be returned with Bid)

Company Name: _____

By: _____
Authorized Agent Signature Printed Name Date

- Pursuant to 105 ILCS 5/10-20.40 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to “minority owned businesses, female owned businesses, and businesses owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act, and locally owned businesses” for contracts over \$25,000. In order to comply with this requirement, we request contractors to complete the following questionnaire and return with their bid responses.
- For purposes of this questionnaire, “Locally Owned” means that the registered address or principal place of business of the company is located within the boundaries of the school district. For a corporation, LLC, LP, LLP, or LLLP, the registered address is the address for business on file with the Illinois Secretary of State. For all other business entities, the principal place of business is where the books and records of the business are kept and/or the management of the business works.

Is Your Company a Locally Owned Business YES _____ NO _____ as it relates to this School District?

- Guidance issued by the Illinois State Board of Education suggests that we inquire whether your company is certified as a minority, female, or disabled person owned business by a certifying agency (e.g., Chicago Transit Authority – Cook County – Illinois Department of Transportation – Metropolitan Transit Authority Metropolitan Water Reclamation District – U.S. Small Business Administration – State of Illinois) or that it would be eligible for certification if an application were made. The Guidance includes the definitions set forth below. Definition of Ownership: “Minority owned business, female owned business, and business owned by a person with a disability” means a business concern which is at least 51% owned by one or more minority persons, females, or persons with a disability; or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons, females, or persons with a disability; and the management and daily business operations of which are controlled by one or more of the minority females, or persons with a disability who own it. (30 ILCS 575/2)
- “Minority person” shall mean a person who is a citizen or lawful permanent resident of the United States and who is: (a) African American – a person having origins in any of the black racial groups in Africa; or (b) Hispanic - a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race; or(c) Asian American - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or (d) Native American or Alaskan Native – a person having origins in any of the original peoples of North America. (30 ILCS 575/2)

- “Female” shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender. (30 ILCS575/2)
- “Person with a disability” means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, where “Disabled” means a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, specific learning disabilities, or end stage renal failure disease; and (b) substantially limits one or more of the person's major life activities. Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) if it is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in this definition. (30 ILCS 575/2).

Is Your Company a Minority Owned Business? YES _____ NO _____

Is Your Company a Female Owned Business? YES _____ NO _____

Is Your Company a Business Owned By Persons with Disabilities? YES _____ NO _____

**CONTRACT AGREEMENT
SOUTH CAMPUS TILE PROJECT**

This Contract Agreement ("Agreement") is made and entered into as of _____, 2026 (the "Effective Date"), by and between ****Minooka Community High School District No. 111****, an Illinois public school district ("District" or "Owner"), and _____ ("Contractor").

ARTICLE 1 – PROJECT AND CONTRACT DOCUMENTS

1.01 Project. The District contracts with Contractor for the South Campus Tile Project at Minooka Community High School District No. 111 South Campus, Channahon, Illinois which includes removing and installing new tile in the Cafeteria and one hallway (the "Project").

1.02 Contract Documents. The following documents are made part of this agreement and hereby incorporated by reference. The Invitation to Bid / Request for Proposal, Contractor's Bid and all appendices, Specifications, Drawings, Notice of Award, Bonds, Insurance, this Agreement, and any written addenda or modifications agreed and signed between the parties.

1.03 Order of Precedence. In the event of conflict, the District's Invitation to Bid / Request for Proposal shall control.

ARTICLE 2 – SCOPE OF WORK

2.01 Scope. Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, insurance, and services necessary to complete the Project.

2.02 Included Work. Work includes removal of existing flooring, surface preparation, furnishing and installation of new flooring, transitions, cove base, disposal, cleanup, and all incidental work required for a complete installation.

ARTICLE 3 – CONTRACT TIME

3.01 Time of Essence. Time is of the essence.

3.02 Substantial Completion. The Project must start no sooner than **May 30, 2026 and the Contractor shall achieve substantial completion no later than August 11, 2026**, unless extended in writing by the District.

ARTICLE 4 – CONTRACT PRICE AND PAYMENT

4.01 Contract Sum. The total not-to-exceed Contract Price is \$_____.

4.02 Payment. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (300 ILCS 540/).

ARTICLE 5 – PREVAILING WAGE AND COMPLIANCE

5.01 Prevailing Wage. Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

5.02 Laws. Contractor shall comply with all applicable federal, state, and local laws and regulations.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Bonds. Contractor shall furnish Performance and Labor & Material Payment Bonds in the full amount of the Contract Price and in compliance with the Illinois Public Construction Bond Act (30 ILCS 550/).

6.02 Insurance. Contractor shall maintain all insurance required by the Bid Documents and name the District as Additional Insured.

ARTICLE 7 – SAFETY AND INDEMNIFICATION

7.01 Safety. Contractor shall comply with OSHA and provide a safe work environment.

7.02 Indemnification. To the fullest extent permitted by law, the contractor shall be responsible for any and all injuries or damages to property due to the activities of the contractor, its subcontractors, suppliers, agents and employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The contractor shall indemnify and hold harmless the District, including the Board of Education, its employees, officers and agents from any and all claims, lawsuits, actions, costs and fees, including reasonable attorney’s fees and expenses of every nature and description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work, or on account of or in consequent of using unacceptable materials in construction of the work of because of any act, omission, neglect, or misconduct of contractor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them and/or anyone for whose acts they may be liable for because of any claims or amount of recovered by reason of any infringement of patent, trademark, or copyright, or by reason of the violation of any law, ordinance, order, or decree.

ARTICLE 8 – LIQUIDATED DAMAGES

8.01 Liquidated Damages. Time is of the essence in the delivery and installation of the equipment in this bid. The successful contractor must warrant that it will deliver and install substantially all of said equipment by August 1, 2026, provided the bid is awarded at the March School Board meeting. The parties further agree that should the successful contractor fail in completion by August 11, 2026 that the district’s damages would be difficult to calculate and that liquidated damages are appropriate, not as a penalty, but to compensate the district for the contractor’s breach. After a grace period of 7 days, delays, with the exception of Force Majeure or delays not imputable to the contractor, the rate of liquidated damages charged to the contractor shall be \$1,000 dollars a day. Such Liquidated Damages, however, shall not exceed 5% of the total value of the Goods involved in the late delivery

ARTICLE 9 – TERMINATION

9.01 Termination for Cause. The school district may terminate the Contract if the Contractor: 1) repeatedly refuses or fails to supply enough properly skilled workers or proper materials; 2) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or 4) otherwise is guilty of material breach of a provision of the Contract Documents. The school district shall provide the contractor with written notice of material breach, if after 10 days the contractor has not cured the breach the district may terminate the contract.

ARTICLE 10 – GOVERNING LAW AND VENUE

10.01 Governing Law and Forum. This Request for proposal and any subsequent agreement stemming therefrom shall be governed by and construed and enforced in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in such state without giving effect to its principles of conflicts of laws. The parties agree that any action or proceeding arising out of or in connection with this Request for proposal and any subsequent agreement therefrom shall be brought only in any Grundy County Illinois or the Northern District of Illinois. Parties consent to submit to the exclusive jurisdiction of the Illinois Courts for purposes of any action or proceeding arising out of or in connection with this Request for proposal and any subsequent agreement therefrom and waive, and agree not to plead or make, any claim that the Illinois Courts lacks venue or that any such action or proceeding brought in the Illinois Court has been brought in an improper or inconvenient forum.

ARTICLE 11 – BOARD APPROVAL AND ENTIRE AGREEMENT

11.01 Board Approval. This Agreement is subject to approval by the Board of Education of Minooka Community High School District No. 111.

11.02 Entire Agreement. This Agreement constitutes the entire agreement between the parties and may be modified only in writing executed by the District.