

**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

2.01 FROM:

Russell Construction Co., Inc.

Firm Name of Bidder

2.02 TO:

Board of Education

Rock Island-Milan School District #41

2000 7th Avenue, Rock Island, IL 61201

2.03 BID:

- A. **Base Bid:** We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contract Documents on file at the office of the Owner, hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the 2025 JH Controlled Entry Improvements project, all in accordance with the Drawings and Specifications prepared by the office of Legat Architects, Inc. including the following Addenda Numbers 1, 2, and X issued thereto for the sum of:

1. \$ 225,900

- B. **Prevailing Wage Act:** The undersigned hereby states if awarded the Contract, the Bidder agrees to comply with the Illinois Prevailing Wage Act 820 ILCS Section 130/0.01 including, but not limited to, the submission of Certified Transcripts of Payroll for all workers on a monthly basis to the Illinois Department of Labor and copied to the Owner. The Bidder further acknowledges that release of progress payments may be withheld if complete Certified Transcripts of Payroll are not submitted with applications for payment.
- C. **Allowances:** The undersigned hereby states allowances specified in Document 00 21 15 - Bidding and Contract Requirements, Paragraph 3.03, and confirmed here in writing, are included in the Base Bid amount identified above.

1. Allowances included in Base Bid: \$ 25,000.00

- D. **Bid Security:** Accompanying this proposal is a Bid Security made payable to the Board of Education, Rock Island-Milan School District #41 which is agreed will be forfeited to the aforementioned as liquidated damages if the undersigned fails to execute the standard form of Owner/Contractor Agreement (AIA Document A101, 2017 Edition, as modified), which is included herein for reference, and furnish evidence of their ability to become bonded and provide insurance coverage, as specified, within five (5) business days after receipt of the Agreement by the undersigned.

1. Base Security Attached in the following amount: \$ Ten Percent of the Base Bid .

- E. **Certification of Compliance:** In signing and submitting this Bid, the Bidder certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents.
- F. **Time of Completion:** The undersigned hereby states if awarded the Contract, the Bidder agrees to complete all work in accordance with the contract documents and achieve Substantial Completion and Final Completion per the following dates:

1. Construction Start: Monday, June 9, 2025
2. Substantial Completion: Friday, July 25, 2025
3. Final Completion: Thursday, July 31, 2025
4. Contractor's Completion Date: 2-3 weeks after receiving fire proof glass.
Currently a 20 week lead time

2.04 BIDDER

A. Russell Construction Co., Inc.
Firm Name


B. 4700 E 53rd St.
Firm Official Address (Street Address)

C. Davenport, IA 52807
Firm Official Address (City, State, Zip Code)

D. 563-459-4600
Firm Telephone Number


E. www.russellco.com
Firm Website

F. Brian Harry - Vice President of Operations
Name of Bidder (Printed Name of Authorized Agent of Contractor)

G. 
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

H. bharry@russellco.com
Email Address of Bidder

I. Where the Bidder is a corporation, add Attest:

1.  03/04/25
(Secretary Signature and Date) Beth Beverlin

END OF SECTION

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2019
with best wishes to all
5-2

**SECTION 00 45 00
CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT**

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

2.01 CERTIFICATION

A. Project: 2025 JH Controlled Entry Improvements for Rock Island-Milan School District #41.

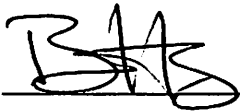
B. Russell Construction Co., Inc., Contractor,
(Firm name of Bidder)

having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act 30 ILCS 580.1 et seq. and further certify 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.

C. Refer to Document 00 72 00 - General Conditions for additional information.

2.02 CONTRACTOR

A. Brian Harry - Vice President of Operations
Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. 
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. March 4, 2025
Date

END OF SECTION

**SECTION 00 45 10
CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT**

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

2.01 CERTIFICATION

A. Project: 2025 JH Controlled Entry Improvements for Rock Island-Milan School District #41.

B. Russell Construction Co., Inc., Contractor,
(Firm name of Bidder)

shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq and does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she, it) has adopted a written sexual harassment policy which minimally includes the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

C. Refer to Document 00 72 00 - General Conditions for additional information.

2.02 CONTRACTOR

A. Brian Harry - Vice President of Operations

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B.  _____
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. March 4, 2025
Date

END OF SECTION

**SECTION 00 45 20
CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS**

CERTIFICATION REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

2.01 INFORMATION

A. Project: 2025 JH Controlled Entry Improvements for Rock Island-Milan School District #41

B. Russell Construction Co., Inc., Contractor,
(Firm name of Bidder)

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 "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/ 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.

C. Refer to Document 00 72 00 - General Conditions for additional information.

2.02 CONTRACTOR

A. Brian Harry - Vice President of Operations

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. 

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. March 4, 2025

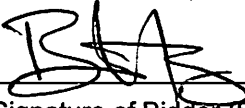
Date

END OF SECTION

**SECTION 00 45 30
AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION**

AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION

2.01 CERTIFICATION

- A. Project: 2025 JH Controlled Entry Improvements for Rock Island-Milan School District #41
- B. Russell Construction Co., Inc., Contractor,
(Firm Name of Bidder)
- C. The undersigned hereby authorizes the Board of Education, Rock Island-Milan School District #41, Rock Island County, Illinois to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/1--21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.
- D. _____
Name of Employee or Applicant (Printed Name of Employee or Applicant)
- E. _____
Signature of Employee or Applicant (Signature of Employee or Applicant)
- F. Brian Harry - Vice President of Operations
Name of Bidder (Printed Name of Authorized Agent of Contractor/Employer)
- G.  _____
Signature of Bidder (Signed Name of Authorized Agent of Contractor/Employer)
- H. March 4, 2025
Date

NOTE:

**SIGNATURE ON THIS FORM NOT REQUIRED FOR SUBMITTAL WITH BID.
THIS FORM IS TO BE SUBMITTED IF REQUESTED BY THE OWNER.
REFER TO DOCUMENT 00 45 20.**

END OF SECTION

**SECTION 00 45 40
BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT**

BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT

2.01 CERTIFICATION

- A. Project: 2025 JH Controlled Entry Improvements for Rock Island-Milan School District #41.
- B. Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.
- C. The following certification must be signed and submitted with bidder's bid proposal.

FAILURE TO EXECUTE THIS FORM WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

- 1. Russell Construction Co., Inc., Contractor,
(Firm name of Bidder)
as part of its bid for the above referenced project hereby certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E 3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.
 - 2. The undersigned further certifies and affirms that this proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.
- D. Refer to Document 00 72 00 - General Conditions for additional information.

2.02 CONTRACTOR

- A. Brian Harry - Vice President of Operations
Name of Bidder (Printed Name of Authorized Agent of Contractor)

- B. 
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

- C. Beth Beverlin -
Witness (Printed Name and Signed Name of Witness)

- D. Subscribe and sworn to before me this 4 day of March 2025.

END OF SECTION

SECTION 00 43 10
BID BOND

PART 1 BID BOND

1.01 BID BOND INFORMATION

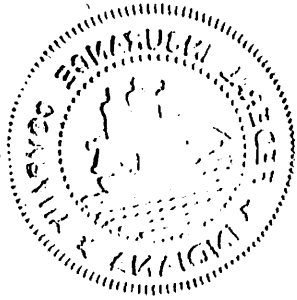
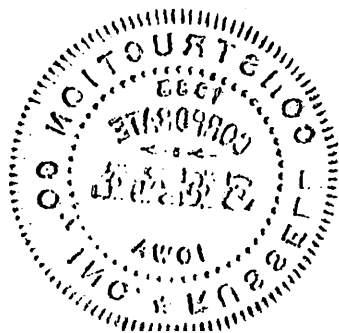
- A. KNOW ALL MEN BY THESE PRESENTS, THAT WE Russell Construction Co., Inc. as Principal, hereinafter called the Principal, and Federal Insurance Company a corporation duly organized under the laws of the State of Illinois as Surety, are held and firmly bound unto Ten Percent of the Total Amount Bid as Obligee, hereinafter called Obligee, in the sum of Dollars (\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. ** Board of Education, Rock Island-Milan School District #41
- B. WHEREAS, the Principal has submitted a bid for:
RIMSD41 2025 JH Controlled Entry Improvements, Rock Island-Milan School District #41, Rock Island, Illinois
- C. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.
- D. Signed and sealed this 19th day of February, 2025.
- E. Russell Construction Co., Inc.

(Principal)
- F. Beth Bevelin (Witness) Beth Bevelin (Title) Michael Poster (Seal) Michael Poster CFO
- G. Federal Insurance Company

(Surety)
- H. Sara Huston (Witness) Sara Huston (Title) Kate Zanders (Seal) Kate Zanders, Attorney-in-Fact

END OF SECTION

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Power of Attorney

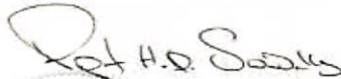
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jessie Allen, John Cord, Anne Crowner, Brian M. Deimerly, Grace Dickinson, Jay D. Freiermuth, Zach Fuller, Jamie Gifford, Craig E. Hansen, Sara Huston, Greg Krier, Tim McCulloh, Grace Rasmussen, Seth D. Rooker, Dione R. Young and Kate Zanders of Waukee, Iowa

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds on behalf of contractors in connection with bids, proposals or contracts to the Nebraska Department of Transportation in an unlimited amount.

It is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent is received by the Nebraska Department of Transportation at least thirty days prior to the modification or revocation.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of February, 2025.


Rupert HD Swindells, Assistant Secretary


Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 11th day of February, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

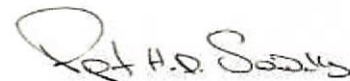
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 19, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Handwritten marks or scribbles in the top right corner.

