

**SECTION 00 41 00  
BID FORM**

**THE PROJECT AND THE PARTIES**

**2.01 FROM:**

CHENOWETH CONSTRUCION

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 RIHS Cafeteria Flooring Replacement 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. Base Bid: \$ 242,000.00

- 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: \$ 10%

- 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:

**SECTION 00 41 00  
BID FORM**

**THE PROJECT AND THE PARTIES**

**2.01 FROM:**

CHENOWETH CONSTRUCION

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 RIHS Cafeteria Flooring Replacement project, all in accordance with the Drawings and Specifications prepared by the office of Legat Architects, Inc. including the following Addenda Numbers 1, X, and X issued thereto for the sum of:

1. Base Bid: \$ \_\_\_\_\_

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

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1. Base Security Attached in the following amount: \$ 10%

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: July 31, 2025
- 

**2.04 BIDDER**

- A. CHENOWETH CONSTRUCION  
Firm Name
- B. 4727 230th North  
Firm Official Address (Street Address)
- C. 4727 230th North Port Byron, IL 61275  
Firm Official Address (City, State, Zip Code)
- D. 309-781-0512  
Firm Telephone Number
- E. Facebook  
Firm Website
- F. Toby Chenoweth  
Name of Bidder (Printed Name of Authorized Agent of Contractor)
- G.   
Signature of Bidder (Signed Name of Authorized Agent of Contractor)
- H. tobychenoweth@chenowethco.com  
Email Address of Bidder
- I. Where the Bidder is a corporation, add Attest:
1. \_\_\_\_\_  
(Secretary Signature and Date)

**END OF SECTION**

**SECTION 00 43 10  
BID BOND**

**PART 1 BID BOND**

ATTACHED

**1.01 BID BOND INFORMATION**

- A. KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of Illinois as Surety, are held and firmly bound unto \_\_\_\_\_ as Oblige, hereinafter called Oblige, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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.
- B. WHEREAS, the Principal has submitted a bid for:  
\_\_\_\_\_
- C. NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 \_\_\_\_ day of \_\_\_\_\_.
- E. \_\_\_\_\_  
\_\_\_\_\_  
(Principal) (Seal)
- F. \_\_\_\_\_  
(Witness) (Title)
- G. \_\_\_\_\_  
\_\_\_\_\_  
(Surety) (Seal)
- H. \_\_\_\_\_  
(Witness) (Title)

**END OF SECTION**

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Chenoweth Construction LLC  
4727 230th Street North  
Port Byron, IL 61275

**OWNER:**

(Name, legal status and address)

Rockk Island Milan School District #41  
2000 7th Avenue  
Rock Island IL 61201

**BOND AMOUNT:** Ten Percent of Bid Amount  
10 %

**PROJECT:**

(Name, location or address, and Project number, if any)  
RIHS Cafeteria Flooring Replacement

Bond Number: 490473

**SURETY:**

(Name, legal status and principal place  
of business)

Merchants Bonding Company (Mutual)  
A Corporation  
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of March, 2025


Chenoweth Construction LLC

(Principal)

(Seal)

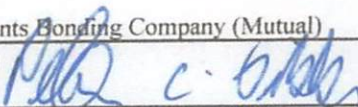
(Witness)

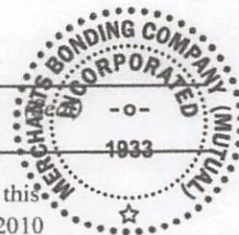
(Title)

  
(Witness) Ricardo Borrero Jr

Merchants Bonding Company (Mutual)

(Surety)

  
(Title) Peter C Gibbs Attorney-in-Fact



CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Peter C Gibbs**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

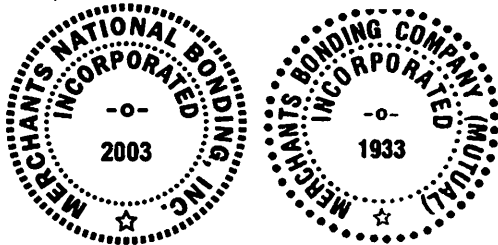
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."


In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, 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 has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March, 2025.

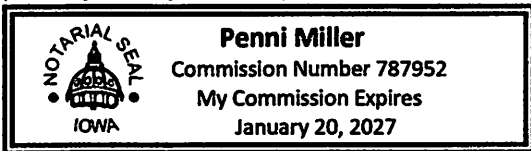


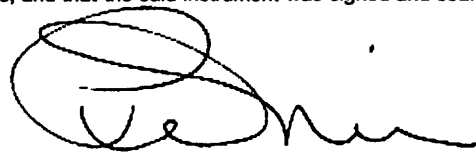
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 4th day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

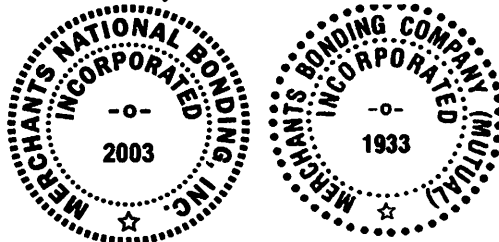


  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of March, 2025.



  
Secretary

**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 • FAX: (515) 243-3854

**ADDENDUM TO BOND**

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) (“Merchants”) deems the digital or electronic image of Merchants’ corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

**MERCHANTS BONDING COMPANY (MUTUAL)**



By: \_\_\_\_\_

*Larry Taylor*

Larry Taylor, President

**SECTION 00 43 25  
PROPOSED SUBSTITUTIONS**

**PROPOSED SUBSTITUTIONS**

**2.01 SUBSTITUTION INFORMATION**

- A. Project: RIHS Cafeteria Flooring Replacement for Rock Island-Milan School District #41.
- B. NA Contractor,  
(Firm Name of Bidder)
- C. All bids shall be based upon the provisions of the proposed Contract Documents and not upon substitutions proposed herein.
- D. Owner reserves the right to accept or reject all such substitutions at its sole discretion and in the best interest of Rock Island-Milan School District #41.
- E. Bidders desiring to make substitutions for "proprietary brands" specified shall identify the brand, make, and model number of the specified product together with the brand, make, and model number of the product being proposed as a substitution and the dollar amount to be added or deducted from the base bid if the proposed substitution is accepted.
- F. Complete descriptions and technical data shall accompany all proposed substitutions and be attached herein.
- G. Manufacturer's names and materials approved by the Architect during the bidding period but not shown in addenda shall be listed below if said materials are to be considered.

**2.02 PROPOSED SUBSTITUTION 1:**

- A. NA  
Product Specified
- B. NA  
Proposed Substitution
- C. \$ NA  
Amount to be ADDED or DEDUCTED

**2.03 CERTIFICATION**

- A. NA  
Name of Bidder (Printed Name of Authorized Agent of Contractor)
- B. NA  
Signature of Bidder (Signed Name of Authorized Agent of Contractor)
- C. NA  
Date

**END OF SECTION**



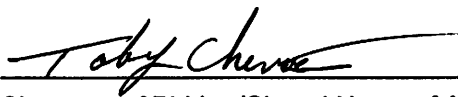
**SECTION 00 45 00  
CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT**

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT**

**2.01 CERTIFICATION**

- A. Project: RIHS Cafeteria Flooring Replacement for Rock Island-Milan School District #41.
  
- B. CHENOWETH CONSTRUCTION, 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. Toby Chenoweth  
Name of Bidder (Printed Name of Authorized Agent of Contractor)
  
- B.   
Signature of Bidder (Signed Name of Authorized Agent of Contractor)
  
- C. 3/4/25  
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: RIHS Cafeteria Flooring Replacement for Rock Island-Milan School District #41.

B. CHENOWETH CONSTRUCTION, 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. Toby Chenoweth  
Name of Bidder (Printed Name of Authorized Agent of Contractor)

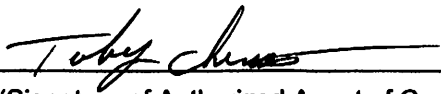
B.   
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. 3/4/25  
Date

**END OF SECTION**

**SECTION 00 45 10**  
**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKFORCE ACT**  
**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT**

**1.01 INFORMATION**

- A. Project: Rock Island-Milan School District #41: RIHS Cafeteria Flooring Replacement.
- B. CHENOWETH CONSTRUCION, 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.
- D. Name of Bidder: Toby Chenoweth  
(Printed/Typed Name of Authorized Agent of Contractor)
- E. Name of Bidder:   
(Signature of Authorized Agent of Contractor)
- F. Date: 3/4/25

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

**CERTIFICATION REGARDING CRIMINAL BACKGROUND INVESTIGATIONS**

**2.01 INFORMATION**

A. Project: RIHS Cafeteria Flooring Replacement for Rock Island-Milan School District #41

B. CHENOWETH CONSTRUCCION, 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, 550/1 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. Toby Chenoweth  
Name of Bidder (Printed Name of Authorized Agent of Contractor)

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

C. 3/4/25

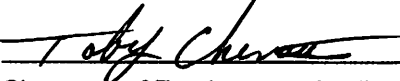
Date 3-4-25

**END OF SECTION**

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

**AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION**

**2.01 CERTIFICATION**

- A. Project: RIHS Cafeteria Flooring Replacement for Rock Island-Milan School District #41
- B. CHENOWETH CONSTRUCION, 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. Toby Chenoweth  
Name of Employee or Applicant (Printed Name of Employee or Applicant)
- E.   
Signature of Employee or Applicant (Signature of Employee or Applicant)
- F. \_\_\_\_\_  
Name of Bidder (Printed Name of Authorized Agent of Contractor/Employer)
- G. \_\_\_\_\_  
Signature of Bidder (Signed Name of Authorized Agent of Contractor/Employer)
- H. 3/4/25  
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: RIHS Cafeteria Flooring Replacement 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. CHENOWETH CONSTRUCION, 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.

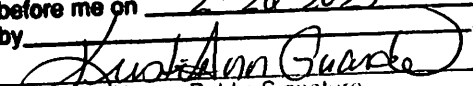
**2.02 CONTRACTOR**

A. Toby Chenoweth  
Name of Bidder (Printed Name of Authorized Agent of Contractor)

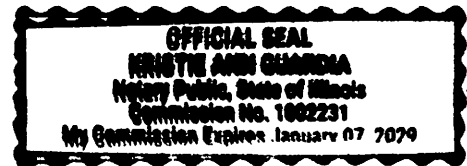
B.   
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. \_\_\_\_\_  
Witness (Printed Name and Signed Name of Witness)

D. Subscribe and sworn to before me this 26 day of February 2025.

State of Illinois, County of Rock Island  
This foregoing instrument was acknowledged  
before me on 2-26-2025  
by   
Notary Public Signature

**END OF SECTION**



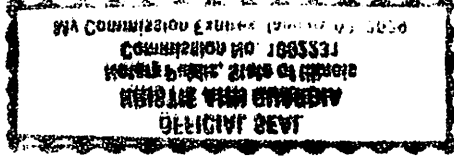
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Before we open this bonded instrument with you, please sign this document.

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**SECTION 00 46 00  
CONTRACTOR QUALIFICATIONS AND REFERENCES**

**CONTRACTOR QUALIFICATIONS AND REFERENCES**

**2.01 INFORMATION**

A. Project: RIHS Cafeteria Flooring Replacement for Rock Island-Milan School District #41.

B. CHENOWETH CONSTRUCION, Contractor,  
(Firm Name of Bidder)

as part of its bid for the above referenced project submits the attached requested information and certifies the information accurately represents the current status of the Contractor and identified Sub-Contractors.

**2.02 CONTRACTOR PERFORMANCE ASSURANCE**

- A. Contractor shall have sufficient capacity to provide a performance bond and a labor/material payment bond in the amount of the 100% of the Contract.
- B. The Surety shall be licensed in the State of Illinois and maintain a rating of not less than A (excellent) as defined by Best's Insurance Guide with Key Ratings For additional information refer to AIA Document A201 General Conditions of the Contract for Construction attached herein.

C. Merchants

Name of Surety (Printed/Typed Name of Surety/Bonding Company)

**2.03 CONTRACTOR EXPERIENCE MODIFICATION RATING**

- A. Contractor and identified Sub-Contractors shall provide a letter prepared by their insurance carrier which identifies the Contractor's/Sub-Contractor's Experience Modification Rating (EMR) Factor for the period(s) covering their current and previous two insurance policy terms.
- B. Attach the letter identifying the EMR Factors to this page.

**2.04 CONTRACTOR REFERENCES**

- A. Contractor and identified Sub-Contractors shall identify a minimum of five (5) projects completed in the past five (5) years that meet or exceed the dollar value, scope, and complexity of this project.
- B. Each project listed must include the following minimum information:
1. Project Name and Address.
  2. Owner's Name and Address.
  3. Brief Description of the Scope of Work including the Contractor's role in the project.
  4. Dollar Value of the Contract for Construction.
  5. Month and Year the Contract for Construction was let.
  6. Month and Year the Contract for Construction reached Substantial Completion.
  7. Minimum one (1) project reference contact including name, company, phone number, and relationship to project.
- C. Attach list of Contractor's and identified Sub-Contractor's References to this page.

**2.05 CONTRACTOR**

A. Toby Chenoweth

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

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

C. 3/4/25  
Date

**END OF SECTION**

# REFERENCES

1. August 2024 - S-Completed September 2024, Planning Center 1615 Fifth Ave. Moline IL 61265. 10,700 sq ft Interior remodel. \$300,000.00 Chenoweth worked as General Contractor. Architect Michelle Blunk Conceptual Designs mblunk@conceptualdesignsinc.com 563-823-6123
2. September 2023 - S-Completed December 2023 Punk Rock Pizza 637 1st Street Silvis, IL 61282. 3600 sq ft Complete interior demo and remodel. New underground plumbing and upgraded HVAC. \$425,000.00 Contractor worked as CM and GC Supervisor. Architect Craig Shannon Streamline Architects 309-781-2044 craig@streamlinearchitects.com
3. June 2024-S-Completed July 30 2024 Hampton School District 29 2024 Controlled Entry Renovations 206 5th Street, Hampton, IL 61256 9,800 sqft building with new classrooms including General; Civil; Architectural; Interior; Plumbing; Sprinkler; Heating, Ventilating, & Air Conditioning; Electrical, Security. Contractor worked as Construction Manger and General Contractor. \$365,593.00 Zach Campbell LEGAT Architect zcampbell@legat.com 309-592-9529
4. April 2022-S-Completed December 2022 Quad City Bank & Trust, Brady Street Davenport IA. Contractor worked as CM and Superintendent with previous GC. Interior renovation to existing QCBT building. Work included complete demoing of walls and flooring in basement and 1st floor. Upgrading electrical, plumbing, and HVAC \$1,956,360.00 Laura "Divot" Ekizian President and Chief Relationship Officer.lekizian@qcbt.com 563-388-7228
5. June 2018-S-Completed January 2019 Black Hawk Collage 6600 34th ave. Moline IL. Testing Center 15,000sq ft major demolition and renovation to existing space to form an open and collaborative environment. Contractor worked as CM and Superintendent with previous GC. \$3,560,000.00 Bob McChurch Facilities Superintendent mcchurchr@bhc.edu 309-796-5933

## Subcontractors used on the projects above:

1. Crawford Company (MEPS)
2. Allied Construction Interior Systems , General Carpenter
3. Becker & Becker Plumbing and Heating
4. Tricity Electric Electrical and Security
5. Finleline General Carpenter
6. Centennial Contractors Concrete work
7. Rock River Electric Electrical

