

 **AIA® Document A101® – 2017****Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Sixth day of April in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Minooka High School District 111 Administration Building
201 South Wabena Ave.
Minooka, IL 60447
815-467-2557

and the Contractor:

(Name, legal status, address and other information)

Barry Plumbing & Heating, Inc.
1296 Bungalow Rd. / PO Box 786
Morris, IL 60450
815-941-0078

for the following Project:

(Name, location and detailed description)

Project 2025.086 - 2026 Water Heater Replacement
26655 W. Eames St.
Channahon, IL 60410

The Architect:

(Name, legal status, address and other information)

DLA Architects, Ltd.
Two Pierce Place Suite 1300
Itasca, IL 60143
847-742-4063

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

May 4, 2026

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: July 31, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Final Completion Date
All work, including punchlist items:	August 21, 2026

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fifty-Four Thousand Three Hundred Thirty-Two Dollars and Zero Cents (\$ 254,332.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution

of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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N/A

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency allowance for general use at Owner's discretion:	\$30,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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N/A

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

One Thousand Dollars (\$1,000.00) for each calendar day of delay per Phase in Substantial Completion

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the First day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)* ,

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

John Troy
201 South Wabena Ave.
Minooka, IL 6044

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Tom Barry
1296 Bungalow Rd.
Morris, IL 60450

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- 4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)
- 5 Drawings

Number	Title	Date
G0.1	Title Sheet	3/4/2026
A1.1	Second Floor Enlarged Plan & Detail - Boiler Room	3/4/2026
M1.1	Enlarged Plan - HVAC	3/4/2026
PM1.1	First Floor Master Plan - Plumbing	3/4/2026
PM1.2	SEcond Floor Master Plan - Plumbing	3/4/2026
PM1.3	Third Floor Master Plan - Plumbing	3/4/2026
P1.1	Enlarged Plan - Plumbing	3/4/2026
P5.1	Details - Plumbing	3/4/2026
E1.1	Second Floor Enlarged Electrical Plans, Symbols, Schedules and Specifications	3/4/2026

- 6 Specifications

Section	Title	Date	Pages
011000	Summary	3/4/2026	All
012100	Allowances	3/4/2026	All
012500	Substitution Procedures	3/4/2026	All
012600	Contract Modificatin Procedures	3/4/2026	All
012900	Payment Procedures	3/4/2026	All
013100	Project Management and Coordination	3/4/2026	All
013300	Submittal Procedures	3/4/2026	All
014000	Quality Requirements	3/4/2026	All
014200	References	3/4/2026	All
015000	Temporary Facilities and Controls	3/4/2026	All
016000	Product Requirements	3/4/2026	All
017300	Execution	3/4/2026	All
017329	Cutting and Patching	3/4/2026	All
017700	Closure Procedures	3/4/2026	All
017823	Operation and Maintenance Data	3/4/2026	All
017836	Warranties	3/4/2026	All
017839	Project Record Documents	3/4/2026	All
017900	Demonstration and Training	3/4/2026	All
024119	Selective Structure Demolition	3/4/2026	All
220500	Common Work Results for Plumbing	3/4/2026	All
220519	Meters and Gages for Plumbing Piping	3/4/2026	All
220523	General-Duty Valves for Plumbing Piping	3/4/2026	All
220553	Identification for Plumbing Piping and Equipment	3/4/2026	All
220593	Testing, Adjusting and Balancing for Plumbing	3/4/2026	All
220700	Plumbing Insulation	3/4/2026	All
221116	Domestic Water Piping	3/4/2026	All
221119	Domestic Water Piping Specialties	3/4/2026	All
223400	Fuel-Fired, Domestic- Water Heaters	3/4/2026	All
230500	Common Work Results for HVAC	3/4/2026	All
230529	Hangers and Supports for HVAC Piping and Equipment	3/4/2026	All
230553	Identification for HVAC Piping, Duct and Equipment	3/4/2026	All
231123	Facility Natural-Gas Piping	3/4/2029	All
235100	Breechings, Chimneys and Stacks	3/4/2026	All

.7 Addenda, if any:

Number	Date	Pages
No. 1	March 17, 2026	All

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:
Title **Date** **Pages**

Supplementary and other Conditions of the Contract:


Document	Title	Date	Pages
2025.086	Architect's Certification	3/4/2026	All
2025.086	Invitation to Bidders	3/4/2026	All
2025.086	Instructions to Bidders - AIA Doc. A701-1997	3/4/2026	All
2025.086	General Conditions of the Contract for Construction - AIA Doc. A201-2017	3/4/2026	All
2025.086	Supplementsl General Conditions	3/4/2026	All
2025.086	Supplemental Contractor Qualification Statement	3/4/2026	All
2025.086	Prevailing Wage Law	3/4/2026	All
2025.086	Proposal	3/4/2026	All
2025.086	Minooka Responsible Bidder Ordinance	3/4/2026	All

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Proposal submitted to Minooka Community High School District 111 by Barry Plumbing & Heating, Inc.

This Agreement entered into as of the day and year first written above.



 OWNER (Signature)
 BY: John Troy

 (Printed name and title)

 CONTRACTOR (Signature)
 BY: Tom Barry

 (Printed name and title)

2026 WATER HEATER REPLACEMENT at
Minooka Central Community High School

PROPOSAL

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

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

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

BASE BID: (Provide written and numerical values)

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

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

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

FEEES FOR CONTRACT CHANGES:

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

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

BONDING CERTIFICATION:

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

CONSTRUCTION TIME:

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

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

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

RIGHT TO REJECT BIDS AND SIGNING CONTRACT:

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

FREEDOM OF INFORMATION ACT REQUIREMENTS:

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

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

BID DEPOSIT:

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

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

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

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

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

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

Firm Name: Barry Plumbing & Heating, Inc.

By: 

Title: Owner

Attest:


Dulce V Poblano

Secretary

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

CERTIFICATE OF ELIGIBILITY TO BID

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



Authorized Signature

03/25/2026
Date

STATEMENT OF ETHICS CERTIFICATION

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

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



Authorized Signature


03/25/2026

Date

STATEMENT OF SEXUAL HARASSMENT

This contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act, including the mandatory provisions that each contractor have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment ; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigate and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by section 6-101 of this Act.

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

By: 
Authorized Agent of Contractor

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

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

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

(A) Publishing a statement:

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

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

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

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

Barry Plumbing & Heating, Inc.

NAME OF CONTRACTOR

By: 

Title: Owner

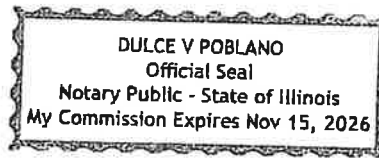
Date: 03/25/2026

CERTIFICATE OF PREVAILING WAGE PAYMENT

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

By: [Signature]
Contractors Authorized Representative

SUBSCRIBED and SWORN TO before me
this 25th day of March, 2026



[Signature]
NOTARY PUBLIC