

SPECIFICATIONS

FOR

**Weight Room Equipment
Lake Land College District Number 517
Mattoon, Illinois 61938**

PROJECT NO. 2015-005

Bid Date; June 10, 2015

LAKE LAND COLLEGE

**Community College District Number 517
Mattoon, Illinois**

SECTION 000101

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ADVERTISEMENT FOR BIDS

Bids: June 10, 2015
LAKE LAND COLLEGE DISTRICT #517
MATTOON, ILLINOIS
Project No. 2015-005

The Lake Land College District Number 517 Board of Trustees will receive sealed bids for Weight Room Equipment.

Bids will be on a stipulated sum basis; segregated bids will not be permitted. Bids will be received until 2:00 PM Central Standard Time on Wednesday, June 10, 2015 in the office of the Director of Facilities Planning in Neal Hall on the campus of Lake Land College, 5001 Lake Land Boulevard, Mattoon, IL. Bids received after this time will not be accepted. Bids will be opened and publicly read immediately after the specified closing time. All interested parties are invited to attend. Obtain bidding documents/requirements at the office of the Director of Facilities Planning, mkasdorf@lakelandcollege.edu.

The Board of Trustees reserves the right to waive irregularities and reject all bids or parts of bids.

Successful Vendor shall have the sole responsibility of complying with all aspects of existing Prevailing Wage Policies.

Gary Cadwell
Chairperson - Lake Land College Board of Trustees

SECTION 002113

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 DEFINITIONS

- A. Lake Land College Board of Trustees will be hereafter referred to in this Specification as “Owners” and all correspondence shall be addressed to: Mike Kasdorf, Director of Facilities Planning, Lake Land College, 5001 Lake Land Blvd., Mattoon, IL 61938.
- B. A Bidder is a person or entity who submits a Bid to the Owner.
- C. Bidding Documents include the Advertisement for Bid, Instructions to Bidders, Bid Forms and supplements, and Addenda.
- D. Contract Documents include any Contract forms, Specifications, Drawings, Addenda, and modifications.
- E. An Agreement is a written agreement between the Owner and Contractor setting forth the obligations of the parties thereunder, including but not limited to the provision of the specified goods and materials, the basis of payment and the contract time.
- F. A Bid is a complete and properly signed proposal to provide the goods and services for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- G. The Base Bid is the sum stated in the Bid for which the Bidder offers to provide the goods and services described in the Bidding Documents as the base, to which items may be added or from which items may be deleted for sums stated in Alternate Bids.
- H. An Alternate Bid is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding changes in the items, as described in the Bidding Documents, are executed.
- I. A Unit Price is an amount stated in the Bid as a price per unit of measurement for goods or services as described in the Bidding Documents or in the proposed Contract Documents.

1.02 DOCUMENTS

- A. Copies of the Bidding Documents may be obtained at the Office of the Director of Facilities Planning, 5001 Lake Land Boulevard, Mattoon, Illinois 61938, mkasdorf@lakeland.cc.il.us.

1.03 EXAMINATION OF DOCUMENTS

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- A. Bidders shall examine all documents. Failure to do so will not relieve a successful bidder of his obligation to provide all labor and materials necessary to carry out the provision of his contract for the sum stated thereon.
- B. Each Bidder, by submitting his bid represents that he has read and understands the bidding documents.

1.04 INTERPRETATIONS DURING BIDDING

- A. If any Bidder is in doubt as to the meaning of any part of the Bidding Documents, they may submit a written request to: Mike Kasdorf, Director of Facilities Planning, 5001 Lake Land Boulevard, Mattoon, Illinois 61938, mkasdorf@lakeland.cc.il.us; for an interpretation of that part.
- B. Written requests for interpretations or clarifications must be made no later than five (5) working days prior to the Bid Date specified in the Advertisement for Bids.
- C. Any interpretation or change will be made only by Addenda numbered, dated, and issued by the Owner to each Bidder on record as having received a set of Bidding Documents and will be available for inspection wherever the Bidding Documents are kept available for that purpose. Lake Land College will not be responsible for any other explanations or interpretations of the Bidding Documents.

1.05 SUBSTITUTION OF PRODUCTS

- A. **MANUFACTURER'S TRADE NAMES ARE USED IN SPECIFICATIONS FOR THE EXPRESS PURPOSE OF ESTABLISHING A STANDARD OF QUALITY AND COORDINATION OF DESIGN, NOT FOR THE PURPOSE OF LIMITING COMPETITION.**
- B. All sizes of equipment must be as specified, and all pieces of equipment must include or have those features which are set forth in the specifications.
- C. No substitution will be considered unless a written request has been submitted with their bid.
- D. Bidders proposing substitutions in writing must submit detailed specifications with catalog cuts or manufacturer's literature, pictorially portraying that on which they are bidding for comparison to specified items by the Owner.
- E. Any additional explanation or statement which the Bidder wishes to make must be placed in the same envelope and attached to the proposal. Unless the Bidder so indicates, it is understood that the Bidder has bid in strict accordance with the specifications and drawings and has made no substitutions, modifications or additional stipulations.

SECTION 002113

- F. Bids shall not contain any recapitulation of the work to be done and no oral, telephone, facsimile or email proposals or modifications will be considered.

1.06 QUALIFICATION OF BIDDERS

- A. Bidders may be disqualified and their Bids not considered for any of the following specific reasons:
 - 1. Reason to believe collusion exists among Bidders.
 - 2. The Bidder being interested in any litigation against the Owner.
 - 3. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - 4. Lack of competency as revealed by the financial statement, experience, and equipment, questionnaires, or qualification statement.
 - 5. Uncompleted work, which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.
- B. If requested, a Bidder shall submit to the Owner a confidential Financial Statement in a sealed envelope.

1.07 PREPARATION OF BID:

- A. All bids must be submitted on the bid form contained herein. Oral, telephone, facsimile, electronic mail, or telegraph bids will not be accepted.
- B. The Bidder shall base the bid on materials complying with the Bidding Documents, and shall list all information where the bid form requires.
- C. The blank spaces in the bid form shall be filled in correctly with ink or typewritten. A bid form containing an alteration or erasure of any price contained in the bid which is used in determining the lowest responsible bid shall be rejected unless the alteration or erasure is corrected as herein provided:
 - 1. An alteration or erasure must be crossed out and the correction printed in ink or typewritten adjacent to the alteration or erasure.
 - 2. The person signing the bid must initial the correction in ink.
 - 3. In the event that any price used in determining the lowest responsible bid is expressed by the Bidder in both written and numerical form, the written representation shall govern in all cases.
- D. If the bid form includes alternates, each Bidder shall bid on each alternate. Failure to comply may be cause for rejection.

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- E. If an individual submits Bid, he or his duly authorized agent must sign his name. If a firm, association or partnership submits the Bid, the name, address and title of each member must be given, and an official or duly authorized agent must sign the Bid. Powers of attorney authorizing agents or others to sign Bids must be properly certified and must be in writing and submitted with the Bid.
- F. Bids from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the bid the power of attorney, evidencing the authority to sign the bid. If the bid is signed by any other legal entity, the authority of the person signing shall be attached to the bid.

1.08 EXEMPTION FROM SALES TAX ON MATERIALS

- A. The Owner is exempted by Section Three of the Illinois Use Tax Act (Sec 3, House Bill 1610 approved July 31, 1961. IL. Rev. Stat. 1961, Chap. 120 Sec 439.3) from paying any of the taxes imposed by that act and sales to the Owner are exempt by Section Two of the Illinois Retailer's Occupation Tax Act (Section 2, House Bill 1609, Approved July 31, 1961 IL. Rev. Stat. 1961, Chap. 120 Sec. 441) from any of the taxes imposed by that Act.

1.09 IDENTIFICATION AND SUBMITTAL OF BID

- A. Each bid and all papers bound and attached to it shall be placed in an envelope and securely sealed therein. The envelope shall be plainly marked with name and address of the Bidder.
- B. The envelope of the bid shall be addressed to:

Mike Kasdorf
Lake Land College
Weight Room Equipment, Project # 2015-005
5001 Lake Land Boulevard
Mattoon, Illinois, 61938
- C. Bids shall be delivered before the time set for the opening of the bids. Bids arriving by mail or otherwise after the time designated for the opening of bids will be returned unopened. Oral, telephone, facsimile, electronic mail, or telegraph bids shall not be accepted.

1.10 MODIFICATION OR WITHDRAWAL OF BID

- A. A bid may not be modified after submittal. Bidders may withdraw a bid at any time before opening. A Withdrawal of a Bid must be made in writing or in person by a bidder or his duly authorized agent. If a firm, association or partnership wishes to withdraw a bid, an official or duly authorized agent must sign the written request or appear in person.

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- B. Once withdrawn, the bidder must submit a new bid prior to the opening in order to be considered.
- C. No Bid may be withdrawn or modified after the Bid opening except where the award of the Contract has been delayed beyond 60 days after date of Bid.

1.11 OPENING OF BIDS

- A. The Bids submitted will be opened at the time and place stated in the Advertisement for Bids and publicly read aloud and thereafter shall remain on file with the Owner.
- B. After Bids are opened, the Bids will be tabulated for comparison on the basis of the Bid prices and quantities shown on the Bids.
- C. The Owner reserves the right to withhold the award of the Contract for a period of 60 days from the date of the opening of Bids and no award will be made until the Owner is satisfied as to the responsibilities of the low Bidders.
- D. Until final award of the Contract, the Owner reserves the right to reject any or all Bids or proceed to do the work otherwise in the best interest of the Owner.

1.12 EVALUATION AND CONSIDERATION OF BIDS

- A. The Owner reserves the right to reject all bids or parts of bids, and to waive informalities therein.
- B. For the purpose of determining the lowest responsible bidder in the consideration of all bids submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the bid form.

1.13 DISQUALIFICATION OF BIDDERS

- A. Bids will not be considered if they show any omissions, additions, alterations of form, conditions not requested unauthorized alternate Bids or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in the best interest of the Owner.
- B. The Bidder acknowledges the right of the Owner to reject any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to reject a Bid if the Bidder fails to submit the data required by the Bidding Documents.
- C. For the purpose of determining the lowest responsible bidder in the consideration of all bids submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the bid form.

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1.14 APPLICABLE LAWS

- A. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
- B. Bidder's signatures shall be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the Department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

1.15 EXECUTION OF THE AGREEMENT

- A. The successful Bidder, if awarded the Project, shall sign the necessary Agreements with the Owner and furnish Payment and Performance Bonds and Certificates of Insurance, if required elsewhere in this document, but no such Agreement shall be in force and effect until it is executed by all parties, and the Payment and Performance Bonds and Certificates of Insurance have been approved.
- B. Failure to execute and return the Agreement within ten (10) calendar days may result in the rescinding of the Contract award.

1.16 RECORDS:

- A. The Contractor shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the Contract shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit conducted and to provide full access to all relevant materials.

END OF SECTION

SECTION 004146

BID FORM

PROJECT

IDENTIFICATION: Weight Room Equipment, Project # 2015-005

BID TO: Board of Trustees
Lake Land College District Number #517
C/O Michael Kasdorf
Director of Facilities Planning
5001 Lake Land Boulevard
Mattoon, Illinois, 61938

BID FROM: _____

The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with the Owner, in the form included in the Bidding Documents, to perform and furnish all materials, labor and equipment as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the Contract Documents.

In submitting this Bid, Bidder represents that:

- A. This Bid will remain subject to acceptance for 60 days after the day of the bid opening.
B. The Owner has the right to reject this bid.
C. Bidder will sign and submit the Agreement with the Bonds and other documents as required by the Bidding requirements within 15 days after the Owner's Notice of Award.
D. Bidder has copies of all the Bidding Documents.
E. Bidder is familiar with federal, state and local laws and regulations.
F. Bidder has correlated the information known to Bidder with the Bidding Documents.
G. This Bid is genuine and not made in the interest of or on the behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; Bidder has not solicited or induced a person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself an advantage over another Bidder or over the Owner.
H. Bidder has received the following addenda receipt of which is hereby acknowledged.

Date Number

Bidder will provide all materials, labor and equipment as specified in accordance with the Contract Documents for the following price(s):

STIPULATED-SUM BID PRICE

(Base Bid - Weight Room Equipment.) _____ Dollars (\$) _____
(use words) (figures)

Bidder agrees to provide all materials, labor and equipment, as specified, on or before the number of calendar days indicated below.

SUBMITTED on _____, 2015

Company _____, (Seal)

Address _____

No. of Working Days
To Provide Specified
Materials, Labor and
Equipment

Signed _____

(Printed Name)

_____ Days

Phone _____

Email _____

END OF SECTION

SECTION 006100

BONDS & CERTIFICATES

PART 1 GENERAL

1.01 BID DEPOSIT AND CONTRACT SECURITY

A. No Bid Deposit shall be required for this Project

1.02 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. No Performance, Labor or Material Bonds are required for this project.

END OF SECTION

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 COORDINATION WITH OWNER

- A. The campus will be occupied by the Owner and the general public during all phases of the Work. It shall be the Contractor's responsibility to coordinate the work with the Owner to maintain access to roadways, parking, pedestrian ways and buildings during normal hours of operation, and to minimize conflict with the College's schedule.
- B. Sequence of work shall be coordinated with the College around the College's schedule and extra-curricular activities and shall be scheduled to minimize inconveniences for the students, staff and members of the community.
- C. The Contractor shall notify the Owner five (5) working days prior to commencing work on site.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor on this project shall have the responsibility of coordinating and directing the all work resulting from the implementation of the Contract. This shall include the scheduling and/or coordination of Subcontractors and shall include assistance to these Contractors in the layout of their work with particular attention to where the work comes in contact with or overlaps that of others.

1.03 SUBCONTRACTORS

- A. The Contractor shall be responsible for any and all Subcontractors working under them, and shall carry insurance for them or see that they are carrying it themselves so as to relieve the Owner of any and all liability.
- B. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
- C. The Owner assumes no responsibility for overlapping, or omission of parts of the work by various Subcontractors.

1.04 LOCAL LABOR

- A. It is the desire of the Owner that Contractors make use of all local labor, material, insurance, etc., if possible, as long as it does not create a hardship on the Contractors.

1.05 SUPERINTENDENT

SECTION 007300

- A. The Contractor shall keep a capable project manager on site at all times when physical work is in progress.
- B. The Contractor, or his project manager shall take complete responsibility for co-ordination of work particularly where such work meets or overlaps the work of others.

1.06 PRECEDENCE OF DOCUMENTS

- A. The Contract Documents shall be given precedence in the following order, provided they are in existence at the time of the closing of the Contracts:
 - 1. Agreement
 - 2. General Conditions of the Contract
 - 3. Any Valid Federal, State or local laws, statutes, ordinances or codes
 - 4. The Contract Documents

1.07 PRE-IMPLEMENTATION MEETINGS

- A. Pre-implementation meetings will be held prior to beginning of work at the time and place designated by the Owner, but not later than 10 days after date of signing of Contracts and again no later than 10 days prior to the commencement of any alteration, replacements or construction.
- B. Representatives of the Owner, Contractor, and major subcontractors shall be present.
- C. The following shall serve as a minimum agenda:
 - 1. Project schedule
 - 2. Designation of responsible personnel
 - 3. Progress meeting schedule
 - 4. Processing of submittals
 - 5. Processing of Contractor's pay requests

1.08 PERMITS

- A. The Owner will obtain and pay for all permits required by Local Law, except as indicated otherwise in these specifications.

1.09 SUBMITTALS

SECTION 007300

- A. For all systems and materials requiring shop fabrication or setting drawings, the Contractor shall furnish shop drawings in duplicate (2 copies) to the Owner. Before submitting the shop drawings, the Contractor shall check same against project conditions which may vary from dimensions on the Owner's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.
- B. For all systems and materials requiring selections of options, finishes, colors, sizes, etc. the Contractor shall furnish submittals in duplicate (2 copies) to the Owner. Before submitting, the Contractor shall check same against project conditions which may vary from dimensions on the Owner's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.
- C. The Owner and will review submittals and will endeavor to correct errors, but it shall be the responsibility of the Contractor to see that work complies with the Contract Documents, and fits to project conditions and to materials to be installed later. Contractor shall be responsible for dimensions and quantities.

1.10 MATERIAL AND WORKMANSHIP

- A. The owner or his agent shall have full power to reject any material or workmanship which, in their opinion, do not conform with approved specifications or drawings, and cause same to be immediately removed and reconstructed without additional cost to the Owner

1.11 PATCHING

- A. The expense of any undue alterations, cutting, patching, or repairing of damage due to carelessness or neglect caused by any trade shall be borne by the Contractor for that trade. The work shall be done by the workmen of the Contractor whose work was damaged so that such patching will be least conspicuous.
- B. All openings left by removal of existing materials, and/or equipment shall be patched to match adjacent construction.

1.12 MATERIAL STORAGE

- A. The Owner will allocate certain areas of the site for the purpose of storing materials and equipment. The Contractor shall contact the Owner before any materials are situated in buildings or on the site and determine a general plan for storing materials.
- B. Materials are shall be placed on the site in a neat and orderly manner.

1.13 PROTECTION OF GENERAL PUBLIC

SECTION 007300

- A. All Contractors shall provide protection of the general public at all times, providing protection devices as prescribed by laws having jurisdiction.
- B. The Contractor will, at all times, take all reasonable precautions for the safety of employees on the project, and of the public and all other persons who may be affected, and will comply with all applicable provisions of Federal, State, and Municipal Safety Laws and Building and Construction Codes.

1.14 BUILDING PROTECTION

- A. The Contractor shall be responsible for protecting the existing buildings and contents from damage from any cause as a result of work to be performed under this Contract. Any damaged to buildings or contents shall be repaired or replaced to equal the original condition of the damaged area or contents.
- B. All damaged buildings or contents shall be repaired or replaced at the Contractor's expense and to the satisfaction of the Owner.

1.15 SITE PROTECTION

- A. The Contractor shall be responsible for protecting the adjacent site from damage from any cause as a result of work to be performed under this Contract. Any damaged areas, including yard areas and plants, walks, steps, paved areas, irrigation system, etc., shall be repaired or replaced to equal the original condition of the damaged areas.
- B. All damaged areas shall be repaired at the Contractor's expense and to the satisfaction of the Owner.
- C. The Contractor shall be aware that a ten ton load limit shall be imposed on all haul trucks hauling materials to the project or away from the project. This ten ton load limit shall be imposed on the load itself. Furthermore, any failures that are observed in the existing pavement structure that are caused by a piece of construction equipment may subject that piece of equipment to elimination from this project. The Contractor shall be responsible for all damage caused by failure to heed this restriction.

1.16 THEFT AND VANDALISM

- A. The Contractor shall be responsible for any damage or loss resulting to the work, materials, or tools due to theft, or in any manner not covered by the insurance called for elsewhere in these Specifications. Payments on account of Contract do not relieve Contractors of this obligation. Contractors may carry Theft Insurance at their own option.

1.17 ROYALTIES AND PATENT INFRINGEMENT

SECTION 007300

- A. The Contractor shall pay all royalties and license fees, and shall hold harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any equipment, materials, supplies or construction methods used in the work.

1.18 SOCIAL SECURITY, UNEMPLOYMENT INSURANCE

- A. The Contractors shall keep records and pay, all social security, withholding tax, unemployment insurance, and other taxes imposed by the various governmental authorities and laws.

1.19 OTHER WORK NOT IN CONTRACT

- A. The Owner reserves the right to let separate Contracts for other work in connection with this project, but agrees that such work shall not interfere with the work of the Contracts previously made.

1.20 EXTRAS AND CHANGES

- A. Should any extra work or changes be required during the work, the Owner and Contractor shall agree upon the price for such extra work or changes and the Owner shall issue a change order to the Contractor for such work as agreed upon. Payment shall be made under same conditions as for original Contract.
- B. No payment shall be made for extra work or materials unless a formal written change order is issued by the Owner.

1.21 CLEANING OF GROUNDS & BUILDING

- A. The building and site shall be maintained free of unnecessary debris and clutter during all phases of construction.
- B. At the completion of the project and before final acceptance by the Owner, the building and site shall be cleared of all rubbish, materials, and debris which accumulated during the process of construction.
- C. All building surfaces affected by work performed under this Contract shall be cleaned by a professional cleaning service and shall include but shall not be limited to the following:
 - 1. Remove all spills and splatters from building surfaces
 - 2. Vacuum all carpets
 - 3. Buff all resilient floors
 - 4. Wash all glass, mirrors, and aluminum surfaces

SECTION 007300

5. Wash all glazed tile surfaces and clean all quarry tile
6. Wall surfaces, doors, etc., shall be dust free
7. Clean all plumbing fixtures and toilet partitions
8. Clean all casework, chalkboards, and lockers

1.22 GUARANTEE & WARRANTIES

- A. The Work of all Subcontractors shall be warranted for a period of one year from the date of acceptance of their work, unless stipulated for a longer period of time.
- B. All items requiring a warranty certificate from the manufacturer shall be executed and the certificate delivered to the Owner.

1.23 LEGAL REQUIREMENTS

- A. All Contractors shall comply with all laws, rules and regulations governing the work under this Contract.
- B. Should the Contractor observe anything in the contract documents that is contrary to any code requirement, he shall notify the Owner immediately in writing. The Owner shall issue all changes required to correct the variance, and be responsible for code interpretations.

1.24 OCCUPATIONAL SAFETY AND HEALTH

- A. It shall be the Contractor's responsibility to ensure all Subcontractors comply with all local, state and federal laws and regulations governing job safety and health standards, and the requirements of the "Occupational Safety and Health Act of 1970" enacted by Congress and signed into law on December 29, 1970 and all applicable changes, revisions, and amendments.

1.25 FAIR EMPLOYMENT PRACTICES

- A. The Contractor agrees that, in accordance with an Act to prohibit discrimination and intimidation on account of race or color in employment and Contracts for public buildings or public works, approved July 8, 1933, as amended, no person will be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of the work set forth in the attached drawings and specifications; nor will any unfair employment practice, as defined in the Fair Employment Practices Act, approved July 21, 1961 and all applicable changes, revisions, and amendments, be committed by the said Contractor.

SECTION 007300

1.26 PREVAILING WAGE POLICY

- A. The Owner has, by resolution, established a general prevailing rate of hourly wage in said District.
- B. The Contractor and Subcontractors shall comply with the following and any later amendments thereto:
 - 1. "Illinois Statutes, as amended by Act approved August 8, 1961, (SB No. 250) (Rev. State Chap. 48, Sec. 39S-1 et.seq.) declared to be the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any and all public bodies engaged in public works, exclusive of maintenance work."

END OF SECTION

SECTION 012900

PAYMENT PROCEDURES

PART 1 GENERAL

1.01 PAYMENTS

- A. The Owner will make payment on account of the Contract as follows:
1. Upon completion of all requirements as directed in these specifications the Vendor shall request payment in full.
 2. Payment will be made provided the Owner certifies that the materials and equipment meet all requirements of these specifications.
 3. The Vendor shall provide an invoice for the materials and equipment which will satisfy the following:
 - 1) Itemize separate line item cost for each major division of equipment, using specifications Section 116600 Weight Room Equipment, Part Two as basis for format.
 - 2) All forms must be typed and all sections of the forms completed.
 - 3) All forms must have ORIGINAL SIGNATURE.

1.02 PAYMENTS WITHHELD

- A. The Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to such an extent as may be necessary to protect the Owner from loss on account of:
1. Defective materials or equipment not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of the Contractor to make payment properly to suppliers for materials and/or equipment.
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- B. When the above conditions are remedied payment will be made for the amounts withheld.
- C. Should the Vendor fail to provide any necessary materials or equipment, or should he refuse to correct any work not done according to the specifications, the Owner may, after having given the Vendor ten days written notice, construct such work or make repairs necessary to meet the requirements of

SECTION 012900

the Contract. The cost of such work shall be deducted from the final payment due the Vendor.

END OF SECTION

SECTION 116600

WEIGHT ROOM EQUIPMENT

PART 1 GENERAL

1.01 SCOPE

- A. The purpose of these specifications is to establish minimum standards and features for the purchase and installation of Weight Room Equipment. The systems shall meet all applicable codes, and other provisions as specified herein. Furnish parts, fittings, and any other accessories required to provide complete and fully functioning Weight Room Equipment.
- B. If a Bidder is unable to comply with any of the following specifications, the Bidder shall submit in writing the reason for noncompliance. Noncompliance with any specification is grounds for rejection of the entire bid. The buyer reserves the right to reject any bid which does not meet these specifications.
- C. **Bids shall be for product complete, delivered, installed and operating as intended, including all shipping, handling and delivery fees and will have no hidden costs.**
- D. Bids shall include explicit technical information regarding electrical, plumbing, ventilation, special structural considerations or other accommodations required, if necessary, for the proper maintenance and operation of specified equipment.
- E. All equipment shall bear full manufacturers on-site warranty for a minimum of one year from the date of delivery to the Owner and shall include parts and labor.
- F. Provide on-site training for college personnel by certified instructor(s) to ensure a reasonable level of proficiency with all supplied equipment.
 - 1. All student and teacher materials, software, manuals, guides or other supplied materials or information shall be presented in a neat, orderly, and professional manner using binders, folders or other devices as necessary.

1.02 QUALITY ASSURANCE

- A. Submit spare parts data for each item of equipment and material specified. The data shall include a complete list of parts and supplies, with current unit prices and source of supply, and a list of parts recommended by the manufacturer to be replaced after 1 year and 3 years of service. Include a list of special tools and test equipment required for maintenance and testing of the products supplied.

SECTION 116600

- B. All equipment shall have a nameplate that identifies the manufacturer's name, address, type or style, model or serial number, and catalog number.

1.03 GENERAL

- A. Items specified below are singular in quantity unless otherwise specified.

PART 2 PRODUCTS

2.01 Weight Room Equipment

- A. Provide four (4); Varsity Full-Rack w/Oak Platform, Item # FW-029P as manufactured by Wilder Fitness, 215 East Oxford Street, Pontotoc, Mississippi, 38863, 800.770.7781, or substantially equal or better
- B. Provide four (4); Deluxe Flat-To-90 Bench w/Wheels, Item # URB-005D as manufactured by Wilder Fitness, 215 East Oxford Street, Pontotoc, Mississippi, 38863, 800.770.7781, or equal.
- C. Provide one (1); 10 FT. - 3 Tier Dumbbell Rack, Item # URB-007D as manufactured by Wilder Fitness, 215 East Oxford Street, Pontotoc, Mississippi, 38863, 800.770.7781, or substantially equal or better.
- D. Provide sixteen (16); 45 LB Solid Rubber Bumper Plate Item # - OPR2-045, as manufactured by CAP Barbell, Houston, Texas, 800.225.0505, or substantially equal or better.
- E. Provide eight (8); 25 LB Solid Rubber Bumper Plate Item # - OPR2-025, as manufactured by CAP Barbell, Houston, Texas, 800.225.0505, or substantially equal or better.
- F. Provide eight (8); 10 LB Solid Rubber Bumper Plate Item # - OPR2-0105, as manufactured by CAP Barbell, Houston, Texas, 800.225.0505, or substantially equal or better.
- G. Provide eight (8); Super Band - Heavy (60-150LB Resist), SKU 400-710-114 as distributed by Prism Fitness Group, 303 Bruce St., Verona, WI 53593, 608.845.8300
- H. Provide eight (8); Super Band - Medium (50-120LB Resist), SKU 400-710-113 as distributed by Prism Fitness Group, 303 Bruce St., Verona, WI 53593, 608.845.8300

PART 3 EXECUTION

3.01 DELIVERY

SECTION 116600

- A. All equipment shall be provided in the manufacturer's original sealed packaging and shall be clearly marked with the project name and number;

Project 2015-005 Weight Room Equipment

3.02 INSTALLATION

- A. Work shall be installed according to the manufacturer's diagrams and recommendations.

END OF SECTION