

SPECIFICATIONS

FOR

Memorial Park Path Construction
Lake Land College District Number 517
Mattoon, Illinois 61938

PROJECT NO. 2017-009

Bid Date: August 1, 2017

Community College District Number 517
Mattoon, Illinois

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ADVERTISEMENT FOR BIDS

Bids: August 1, 2017
LAKE LAND COLLEGE DISTRICT #517
MATTOON, ILLINOIS
Project No. 2017-009

The Lake Land College District Number 517 Board of Trustees will receive sealed bids for Memorial Park Path Construction.

Bids will be received until 2:00 PM Central Standard Time on Tuesday, August 1, 2017 in the office of the Vice President for Business Services, in the Luther Student Center 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 Vice President for Business Services, phone (217) 234-5224, bgleckler@lakelandcollege.edu.

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

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

Lake Land College actively promotes continuing economic development in compliance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575) . Successful Prospective Vendors shall have the sole responsibility of complying with all aspects.

Dave Storm
Chairperson - Lake Land College Board of Trustees

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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: Bryan Gleckler, Vice President for Business Services, 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 Vice President for Business Services, 5001 Lake Land Boulevard, Mattoon, Illinois 61938, (217) 234-5224, bgleckler@lakelandcollege.edu.

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1.03 EXAMINATION OF DOCUMENTS

- 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 EXAMINATION OF PREMISES

- A. Before submitting proposals for this work, each bidder will be held to have examined the premises and satisfied himself as to the conditions existing and under which he will be obliged to operate, or that will in any manner, affect the work of this contract.
- B. No allowance will be made subsequently in this connection in behalf of the contractor for any error or negligence on his part. The contractor agrees to accept the existing conditions as found at the time of signing of contract.

1.05 VISITING THE SITE

- A. Each bidder is required to visit the site and examine it as stipulated above. No special arrangements are required to make this visit.

1.06 AREAS, QUANTITIES AND MEASUREMENTS

- A. The contractor shall be responsible for all areas, quantities, and measurements related to the work to be performed under this contract. No extra charge or compensation shall be allowed the contractor for any error or negligence on his part. The contractor shall visit the job site and acquaint himself with all conditions concerning this work.

1.07 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: Bryan Gleckler, Vice President for Business Services, 5001 Lake Land Boulevard, Mattoon, Illinois 61938; for an interpretation of that part.
- B. Written requests for interpretations or clarifications must be made no later than three (3) 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

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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.

1.08 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.
- 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.

1.09 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.

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- B. If requested, a Bidder shall submit to the Owner a confidential Financial Statement in a sealed envelope.

1.10 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.
- 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.

1.11 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.

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1.12 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 the following:
 - 1. The word "BID"
 - 2. Name and address of the Bidder.
- B. The envelope of the bid shall be addressed

to: Bryan Gleckler
Lake Land College
Memorial Park Path Construction Project #2017-009
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.

1.13 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.
- 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.

1.14 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.

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- 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.

1.15 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.

1.16 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.

1.17 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,

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and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

1.18 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.

1.19 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

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BID FORM

PROJECT

IDENTIFICATION: Memorial Park Path Construction, Project # 2017-009

BID TO: Board of Trustees
C/O Bryan Gleckler
Lake Land College District Number #517
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
(Memorial Park Path Construction) _____ Dollars (\$) _____
(use words) (figures)

Bidder agrees to provide all materials, labor and equipment, as specified.

SUBMITTED on _____, 2017

Company _____, (Seal)

Address _____

Signed _____

(Printed Name)

Phone _____

Fax _____

END OF SECTION

SECTION 00600

BONDS & CERTIFICATES

PART 1 GENERAL

1.01 BID DEPOSIT AND CONTRACT SECURITY

- A. No bid security will be required for this project.

1.02 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. Contractors shall be required to furnish, in duplicate, a Performance Bond and a Labor and Material Payment Bond in strict conformance to, and submitted on A.I.A. Document A-312 equal to the full amount of their Contract covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form as the Owner may prescribe and with such sureties as he may approve.
- B. The Contractor's Bonding Agency shall carry either a Rating of "A-VIII" on the AM Best Rating System or be able to show Comparable Financial Status and Bonding Volume. Acceptance of Bonding Agency qualification shall be approved by the Owner.
- C. NOTE: This Performance Bond, and Labor and Material Payment Bond, shall be furnished and in effect before any work is started under this Contract.
- D. The life of the Bond and guarantee shall extend twelve (12) months beyond the day on which final payment under the Contract falls due, or the date of which the Owner accepts the work as completed whichever comes first. If final acceptance is by mutual agreement, a proper date shall be determined.
- E. If before the expiration of the twelve (12) month guarantee period, a Contractor has been notified by the Owner regarding any work to be completed or corrected, any unpaid bills presented to the Owner, or any other unfinished business, the expiration of the twelve (12) month period does not relieve the Contractor or his bondsmen of the proper execution of such items.
- F. The Contractor or his bondsmen shall pay any lien or court costs and attorney's fee of the Owner, and cost that any creditor may incur in the forced collection of any just claim, and interest from date of filing lien until payment is made.
- G. In the event the Contractors should default and it becomes necessary for the sureties to complete the Contract, the Owner reserves the right to approve all Contractors and Subcontracts obtained by the sureties.

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- H. The General Conditions of this Contract shall govern all issued, and any provisions of the bonds in conflict with these general conditions shall be waived.

1.03 FAILURE TO FURNISH PERFORMANCE BOND

- A. Should the successful Bidder fail or refuse to sign a formal written Contract with the Owner, or fail or refuse to furnish a Performance Bond satisfactory to the Owner and the Director within ten (10) days after written notification of the acceptance of the proposal by the Owner, the Bidder will be considered to have abandoned the proposal. In such event the Owner shall retain all proceeds of the Bid Security (Bid Bond or Certified Check) in order to secure a "Successful Bidder". The term "Successful Bidder" shall be deemed to include any bidder whose proposal is accepted by the Owner.

1.04 COMPENSATION AND PUBLIC LIABILITY INSURANCE

- A. Principal Contractors shall carry sufficient insurance on their workmen to absolutely protect the Owner from any liability or damage resulting to the workmen as provided under the "Workmen's Compensation Act", and "Structural Works Act".
- B. The Principal Contractors and all Subcontractors performing services on said site shall take out and furnish to the Owner, and maintain during the life of this Agreement, complete Owner's Protective Liability Insurance in the amounts as specified herein for bodily injury, property damage, liability, or damage resulting to the Workmen as provided under the Workmen's Compensation and Structural Works Act of the State of Illinois as shall protect the Owner, Principal Contractor, and any Subcontractor performing work covered by this Agreement from claims for damages of personal injury including accidental death, as well as, from claims for property damage which may arise from operations under this Agreement, whether such operations be by the Principal Contractors or by any Subcontractors or by anyone, directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

1. Comprehensive Automobile Liability:

- a) \$1,000,000 Bodily Injury per person.
- b) \$1,000,000 Bodily Injury per occurrence.
- c) \$ 500,000 Property Damage per occurrence.
- d) \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.

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2. Workman's Compensation: Statutory Limits
 - a) Employer's Liability: \$500,000 Bodily Injury per person.
 - b) The Contractor may use a Self-Insured plan for Workman's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Contractor shall obtain a Certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.
 3. Comprehensive general Liability:
 - a) \$1,000,000 Bodily Injury per person.
 - b) \$2,000,000 Product and Completed Operations Aggregate
 - c) \$1,000,000 Bodily Injury aggregate limit.
 - d) \$1,000,000 Property Damage per occurrence.
 - e) \$2,000,000 Property Damage aggregate limit.
 - f) \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.
 4. Umbrella
 - a) \$1,000,000 Umbrella
- B. The above Comprehensive General Liability Insurance shall be specifically endorsed to cover the terms of Liability Insurance for the Owner as set forth hereinafter.
- C. The Contractor shall cause Certificates of Insurance to be deposited with the Owner.

1.02 LIABILITY INSURANCE FOR OWNER

- A. The Contractor shall purchase and maintain public liability insurance naming the Owner and his agents and employees as insured with respect to any claim that may be made against the Owner or his agents and employees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense shall be covered by such insurance only if (a) it is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not the claimant contends that the Owner or his agents or employees are in part negligent or otherwise legally culpable with regard to the loss.

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- B. Such insurance shall provide a defense for the Owner and his agents and employers, including the cost of defense counsel and other expenses of litigation.
- C. Principal Contractors shall carry the insurance of their Subcontractors or shall require their Subcontractors to carry their own insurance in the amounts stated above.
- D. This insurance shall cover all Agreements and any extra work connected with the construction of this Project.
- E. Contractors shall instruct their Insurance Companies to supply the Owner with Certificates of Insurance showing that such insurance is kept in force until completion of the Agreement. These Certificates of Insurance shall be provided before Contractors start any work under this Agreement.

1.03 BUILDERS RISK INSURANCE (Owner)

- A. Immediately after the signing of construction contracts or at such time as construction materials become situated upon the construction site or sites, the Owner will effect and maintain upon the entire structure on which work of this Contract is to be done, and upon all materials, on or adjacent thereto, intended for use thereon, to 100 percent of the insurable value thereof, an All- Risk Coverage Insurance Policy.
- B. This insurance will not cover Contractor's equipment, tools, or storage sheds and temporary buildings.
- C. Any loss is to be made adjustable with and payable to, the Owner, Contractors, Subcontractors, and Material Dealers as their interests may appear at the time of loss.
- D. The Owner, Contractor, and all Subcontractors waive all rights of action, each against the others, for damages caused by fire or other perils covered by insurance provided for under the terms of this Contract, except such rights as they may have to the proceeds of insurance held by the Owner as trustee.

END OF SECTION

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GENERAL CONDITIONS

PART 1 GENERAL

1.01 AIA DOCUMENTS

- A. The specifications contained in the Project Manual and the accompanying drawings shall be subject to all the requirements of AIA Document A107, Abbreviated Standard Form of Agreement between Owner and Contractor for Projects of Limited Scope, A201, GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION, most recent addition.
- B. AIA Document A201, GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION is to be considered part of these specifications.
 - 1. Where the term "Director" is used it shall be deemed to refer to the Lake Land College Director of Physical Plant.

END OF SECTION

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SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 DEFINITIONS

- A. Where the term "Owner" is used throughout these specifications same shall mean the Lake Land College Board of Trustees or the Lake Land College Vice President for Business Services as their agent.
- B. Where the term "Director" is used, it shall refer to the Lake Land College Director of Physical Plant.
- C. Where the term "Contractor", "Prime Contractor", or "Principal Contractor" is used, it refers to anyone having a Principal Contract with the Owner.
- D. Where the term "Subcontractor" is used, it refers to anyone having a Contract for labor or material with any of the Principal or Prime Contractor on the job.

1.02 THEFT, ETC.

- A. The Contractors 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.

1.03 ROYALTIES AND PATENT INFRINGEMENT

- 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.

1.04 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.

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1.05 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 these specifications or drawings, and cause same to be immediately removed and reconstructed without additional cost to the Owner

1.06 PERMITS

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

1.07 CLEANING OF GROUNDS AND BUILDINGS

- A. At the completion of the project and before final acceptance by the Owner, the area shall be cleared of all rubbish, materials, and debris which accumulate during the process of work under this Contract. See section 01110 – Summary of Work, of these Specifications.

1.08 SUBCONTRACTORS

- A. The Principal Contractors 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 the overlapping or omission of parts of the work by various Subcontractors in their Contracts with the Principal Contractors.

1.09 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.

1.10 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.

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1.11 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.

1.12 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship discovered to be not as specified or shown on the Drawings.
- B. The Contractor shall remedy any defects due thereto, and pay for, any damages to other work resulting therefrom, which shall appear within a period of one year from the date of acceptance.
- C. The Owner shall give notice of observed defects with reasonable promptness. The Owner shall judge the defects as to maintenance, workmanship, or material defects.
- D. All questions arising under this article shall be decided by the Owner subject to arbitration.

1.13 LOCAL LABOR

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

1.14 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 Building Code
 - 4. Specifications
 - 5. Full Sized Detail Drawings

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6. Large Scale Drawings
7. General Drawings

1.15 PROTECTION OF GENERAL PUBLIC

- 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.

1.16 GUARANTEE & WARRANTIES

- A. All Prime Contractors shall guarantee their work and the work of their Subcontractors for a period of one year from the date of acceptance of their work, unless stipulated for a longer period of time under specific sections of the specifications.
- B. All items requiring a warranty certificate from the manufacturer shall be executed and the certificate delivered to the Owner before final payment can be approved.

1.17 SHOP DRAWINGS

- A. For all systems and materials requiring shop fabrication or setting drawings, the Contractor shall furnish shop drawings in triplicate (3 copies). 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. The Principal Contractor and his Subcontractor shall submit Shop Drawings to Owner.
- C. The Owner and Engineers will review shop drawings to see that they conform to the original drawings and specifications, and will endeavor to correct errors, but it shall be the responsibility of the Contractors to see that work complies with the Contract Documents, and fits to project conditions and to materials installed later. Contractor shall be responsible for dimensions and quantities.

1.18 SUPERINTENDENT

- A. The General Contractor shall keep a capable superintendent on the job site at all times when major work is in progress. This Superintendent shall lay out all work required under the Contract and also assist other Contractors in laying out and planning their work.

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- B. The Contractors, or his Superintendent, shall also notify other Contractors when it will be necessary to install certain work and take complete responsibility for co-ordination of construction.

1.19 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.

1.20 OCCUPATIONAL SAFETY AND HEALTH

- A. It shall be each Contractor's responsibility to 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.

1.21 FAIR EMPLOYMENT PRACTICES

- A. All Contractors agree 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.

1.22 PREVAILING WAGE POLICY

- A. The Owner has, by resolution, established a general prevailing rate of hourly wage in said District.
- B. All Contractors and Subcontractors shall comply with the following and any later amendments thereto:

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- C. "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."
- D. Contractors shall have the responsibility of complying with all aspects of the Prevailing Wage Policy.

1.23 BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT

- A. On August 25, 2015, Governor Rauner signed into law the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575), effective immediately. The Act stipulates certain requirements regarding the use of businesses owned by minorities, females and persons with disabilities for the procurement of goods and services by State agencies, universities, and community colleges.
- B. The College recognizes the importance of increasing the participation of businesses owned by minorities, females and persons with disabilities in public contracts in an effort to overcome the discrimination and victimization such firms have historically encountered. It is the College's policy to promote the economic development of businesses owned by minorities, females and persons with disabilities by setting aspirational goals to award contracts to businesses owned by minorities, females, and persons with disabilities for certain services as provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq. (the "Act") and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities (the "Council").
- C. Certified Business Enterprise Contractors
 - 1. In determining whether a business is owned by a minority, female, or person with disabilities, the College shall require the business to provide proof of certification by the Business Enterprise Council, an entity delegated the authority to make certifications by the Business Enterprise Council, or by a state agency with statutory authority to make such a certification, that the business entity is owned by a minority, female, or person with a disability, or by submitting an ownership affidavit provided by the College.

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D. Subcontractors and Suppliers

1. The College's aspirational goals are based on the total dollar amounts awarded to businesses owned by minorities, females, and persons with disabilities. All funds awarded to any certified subcontractors and/or suppliers shall be included for the College's aspirational goals, so long as the expenditures are direct, necessary, and proximately related to the work or service of the contract.

E. Evaluation of Contracts to Facilitate Aspirational Goals

1. These procedures shall not eliminate, alter, reduce, alleviate or modify in any way the College's procedures for purchasing. However, in addition to the College's purchasing procedures, the College shall evaluate all contracts, except those subject to federal reimbursement, to determine whether the bidder or contracting party assists the College in meeting its aspirational goals as set forth above, and increase the participation of businesses owned by minorities, females, and persons with disabilities in contracts with the College.

F. Bidding Requirements.

1. Bid Documents

- a. When the College procedures and/or state law require the College to competitively bid a contract, the College shall state in its bid documents the College's aspirational goal for the contract. The College's bid documents shall also require each bid submitted for a contract to include: (i) the bidder's name, (ii) the bid amount, and (iii) a business enterprise program utilization plan indicating the percentage of disadvantaged businesses that will be awarded by the bid.

2. Lowest, Responsive and Responsible Bidder

- a. As required by state law and the College's purchasing procedures, the College shall award contracts subject to state public bidding requirements to the lowest, responsive and responsible bidder. A bidder's failure to complete a utilization plan or submit necessary certifications shall be an issue of "responsiveness" which may make the bidder ineligible to receive the contract. In awarding contracts, the College shall also consider that the definition of "lowest responsible bidder" is broader than "lowest bidder" or "financially responsible", and that in proper circumstances, certain public interests can be considered as "responsible" in the College's discretion as allowed by applicable state laws, rules or regulations.

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3. Opportunity to Cure
 - a. In the event that a bidder offers the lowest, responsive and responsible bid but fails to meet the contract's aspirational goals, the College shall notify the bidder of this deficiency and give the bidder no more than ten (10) days to cure that deficiency. The College may provide the bidder with sufficient information necessary to obtain the Business Enterprise Council's list of certified businesses owned by minorities, females and persons with disabilities. The bidder may only cure this deficiency by subcontracting with businesses that are certified as provided in these procedures.

4. Good Faith Effort Procedures
 - a. If the bidder cannot meet the contract's aspirational goal, the bidder must document in the utilization plan its good faith efforts that could reasonably have been expected to meet the goal. The College shall consider the quality, quantity, and intensity of the bidder's efforts, and may evaluate the bidder's:
 - i) Solicitation through all reasonable and available means of certified subcontractors, suppliers, and/or vendors that have the capability to perform the work required by the contract. The bidder must solicit this interest to give certified businesses sufficient time to respond to the solicitation, must provide adequate information about the plans, specifications, and contract requirements in a timely manner, and must take appropriate steps to follow up initial solicitations.
 - ii) Use of resources from the College, the Business Enterprise Council, and any other business or community groups that provide assistance in the recruitment and placement of certified businesses.
 - iii) Selection of portions of the contract work to be performed by certified vendors to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items or services into economically feasible units to facilitate participation by certified businesses, even when the bidder might otherwise prefer to perform the work or services with its own employees.
 - iv) Negotiation in good faith with interested certified businesses. In order to show good faith efforts, the bidder's utilization plan shall include the names, addresses, and telephone numbers of certified businesses that were considered, and an explanation for why an agreement could not be reached.
 - v) Thorough investigation of the capabilities of certified businesses and not rejecting them as unqualified without sound reasons.
 - vi) Efforts to assist interested certified businesses in obtaining contract required lines of credit, insurance, equipment, supplies, materials, or other related assistance or services.

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5. Award of Contract
 - a. If the College determines that the bidder is the lowest, responsive and responsible bidder and has either met the contract's aspirational goals or has made a good faith effort to meet the goal, the College may award the contract to the bidder. The College shall have the right to reject all bids and re-bid the contact in its sole discretion.
6. Incorporation into Contract
 - a. The successful bidder's utilization plan shall become part of the awarded contract and shall not be modified or amended without the College's written consent.

END OF SECTION

SECTION 00800

SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE

- A. The work under this section includes the furnishing of all labor, material, equipment, and services necessary for the execution and completion of all items of Memorial Park Path Construction as shown on the drawings and as herein specified.
1. Preliminary path construction work shall include the following:
 - 1) Excavation of soil along two paths, one to a length of \pm 1,077 lineal feet, the other a length of \pm 35 lineal feet with culvert (as shown on attached site plan), both to a width of 8 lineal feet and both to a depth of 6"; total path length to be excavated and paved is \pm 1112 lineal feet.
 - 2) Dirt will be hauled from site.
 - 3) Excavated path area will connect seamlessly to landscaped plaza area at the center of the park, as well as to existing roadway and walking path, as shown on attached site plan.
 2. Path construction work shall include the following:
 - 1) A 3" aggregate base, 1.5" hot mix asphalt binder course, and 1.5" hot mix asphalt surface course will be used.
 - 2) Total area of path will be approximately 8,896 ft²

1.02 WEATHER CONDITIONS

- A. Work shall be performed only when it is not raining, and when the temperature is at least 50 °F and the forecast for the next 24 hours is above 40 °F.

1.03 SUBMITTALS

- A. Provide three (3) copies of all manufacturer's product information and warranties and all proprietary specifications to Owner a minimum of one week prior to the commencement of work.

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PART 2 PRODUCTS

2.01 WARRANTY

- A. All materials shall carry full manufacturer's warranties.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Application shall be performed according to manufacturer's recommendations and IDOT Standard Specifications section 406 and all additional sections referenced therein.
- B. Vehicles shall be kept in good repair so that no excessive noise or emissions are created.
- C. Contractor shall take all necessary precautions to protect existing paving, buildings, structures, landscaping etc., from damage. Care shall be exercised to prevent staining or splattering surrounding surfaces with construction materials.
- D. All materials shall be installed according to manufacturer's recommendations to assure validity of manufacturer's warranty.

END OF SECTION

SECTION 01290

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 work as directed in these specifications the Contractor shall request payment in full.
 2. Payment will be made provided Director certifies that the work meets all requirements of these specifications.
 3. The Contractor shall provide an invoice for the work which will satisfy the following:
 - 1) Itemize separate line item cost for each major division of work, using specifications Table of Contents as basis for format for listing cost of work.
 - 2) List all major subcontracts and subcontractors.
 - 3) All forms must be typed and all sections of the forms completed.
 - 4) All forms must have ORIGINAL SIGNATURE and be NOTARIZED.

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 work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of the Contractor to make payment properly to Subcontractors for materials and/or labor.
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 5. Damage to another Contractor.
- B. When the above conditions are remedied payment will be made for the amounts withheld.

SECTION 01290

- C. Should the Contractor fail to perform any work according to the drawings and specifications, or should he refuse to correct any work not done according to the drawings and specifications, the Owner may, after having given the Contractor ten days written notice, construct such work or make repairs necessary to meet the requirements of the Contract. The cost of such work shall be deducted from the final payment due the Contractor.

LIEN WAIVERS

- A. Before final payment, the Contractor shall submit Lien Waivers marked "FINAL" from all Subcontractors and Material Suppliers covering all labor and materials furnished on the job. All Lien Waivers shall have ORIGINAL SIGNATURES and be NOTARIZED.
- B. If any Lien or unpaid bills should be presented to the Owner after full payment has been made to a Contractor, the Contractor or his bondsmen shall refund to the Owner all the money the latter may be compelled to pay in discharging such obligations, including all court costs and reasonable attorney's fees.
- C. During the course of construction should there be any doubt regarding whether or not the Contractor has been paying his bills or subcontractors promptly, Waivers of Lien - Partial may be requested and shall be submitted.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 TEMPORARY ELECTRICAL ENERGY

- A. Temporary electrical energy is not required for this work.

1.02 WATER FOR CONSTRUCTION WORK

- A. Water for construction purposes is available at the site, and shall be paid for by the Owner. Contractors shall arrange for their own distribution. Temporary distribution apparatus shall not be allowed to interfere with normal functions of the Owner.

1.03 TEMPORARY SANITARY FACILITIES

- A. Toilet facilities in the existing buildings may be used by Contractor's personnel during performance of the work. Coordinate the use of existing toilet facilities with the building officials.
- B. Maintain toilet facilities used by Contractor's personnel in a clean and sanitary condition.

END OF SECTION

SECTION 02790

