

# SPECIFICATIONS

FOR

Sidewalk Project  
Lake Land College District Number 517  
Mattoon, Illinois 61938

PROJECT NO. 2019-004

Bid Date: March 29, 2019

Community College District Number 517  
Mattoon, Illinois

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## SECTION 00100

### ADVERTISEMENT FOR BIDS

Bids: March 29, 2019  
LAKE LAND COLLEGE DISTRICT #517  
MATTOON, ILLINOIS  
Project No. 2019-004

The Lake Land College District Number 517 Board of Trustees will receive sealed bids for the Sidewalk Project.

Bids will be received until 2:00 PM Central Standard Time on Friday, March 29, 2019 in the office of the Vice President for Business Services, in the Board and Administration 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](mailto: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

## SECTION 00200

### INSTRUCTIONS TO BIDDERS

#### PART 1 GENERAL

##### 1.1 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.

##### 1.2 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](mailto:bgleckler@lakelandcollege.edu).

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### 1.3 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.

### 1.4 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.

### 1.5 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.

### 1.6 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.

### 1.7 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.

### 1.8 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.

### 1.9 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  
Sidewalk Project #2019-004  
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

SECTION 00400

BID FORM

PROJECT

IDENTIFICATION: Sidewalk Project # 2019-004

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
_____	_____

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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

Sidewalk #1 (+/-1980sf) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

Sidewalk #2 (+/- 1942 sf) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

Sidewalk #3 (+/- 3120 sf) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

Sidewalk #4 (+/- 200 sf) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

Sidewalk #5 (+/- 580 sf) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

Pit Entrances #6 (+/- 650 sf) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

Alternate Sidewalk #1 (+/- 1840 sf) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

Alternate Sidewalk #2 (+/- 3890 sf) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

Alternate Sidewalk #3 (+/- 5000 sf) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

Total Bid Price \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 (use words) (figures)

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

SUBMITTED on \_\_\_\_\_, 2019

Company \_\_\_\_\_, (Seal)

Address \_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Phone \_\_\_\_\_

Fax \_\_\_\_\_

END OF SECTION

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

#### PART 1 GENERAL

##### 1.1 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.

##### 1.2 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.

##### 1.3 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.

##### 1.4 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

##### 1.5 PERMITS

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

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### 1.6 CLEANING OF GROUNDS

- 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.

### 1.7 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.

### 1.8 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.

### 1.9 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.

### 1.10 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.

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### 1.11 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.

### 1.12 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.

### 1.13 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:
  - A. Agreement
  - B. General Conditions of the Contract
  - C. Any Valid Building Code
  - D. Specifications
  - E. Full Sized Detail Drawings
  - F. Large Scale Drawings
  - G. General Drawings

### 1.14 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.

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- 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.

### 1.15 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.

### 1.16 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.
- 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.

### 1.17 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.

### 1.18 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.



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### 1.19 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.

### 1.20 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:
- 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.

### 1.21 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.

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- 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.
- 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.

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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.
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.

## SECTION 00800

- 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.
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 01110

### SUMMARY OF WORK

#### PART 1 GENERAL

##### 1.1 SCOPE

- A. All Contractors are required to comply with the following basic requirements.

##### 1.2 LOCATION

- A. This project is located on the campus of Lake Land College, 5001 Lake Land Boulevard, Mattoon, Illinois.

##### 1.3 COMMENCEMENT AND COMPLETION DATE

- A. All work on this project is subject to the College's schedule and circulation needs, which are as follows:
  1. Coordinate Work schedule with the College. This project and bid will be taken to the Board of Trustees meeting on April 8, 2019 for approval. Coordination of the work schedule can begin after Board approval is granted with completion no later than June 30, 2019.
  2. Two days' notice is required for schedule changes.
  3. Saturdays and Sundays are available with prior approval from the College.
  4. Any alternate dates MUST be coordinated with the College.
  5. PROVIDE PROPOSED SCHEDULE WITH BID.

##### 1.4 COORDINATION WITH OWNER

- A. The campus will be occupied by the Owner and the general public during all phases of construction. It shall be the Contractors responsibility to coordinate the work with the Owner to maintain access to roadways, parking 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 be scheduled to minimize inconveniences for the College students and staff.
- C. A copy of the College calendar is available upon request.
- D. The Contractor shall notify the Owner three (3) working days prior to commencing work on site.

## SECTION 01110

### 1.5 CONTRACTOR'S RESPONSIBILITIES

- A. The General Contractor on this project regardless of whether he has a Contract for the General Construction or complete Construction Work shall have the responsibility of coordinating and directing the work. This shall include the scheduling and/or co-ordination of all other Prime Contractors having a contract with the Owner and shall include assistance to these Contractors in the layout of their work when it must be coordinated with work the General Contractor is performing. The General Contractor shall include the cost of performing this co-ordination in his Bid.
- B. The remaining Prime Contractors and Subcontractors on the project will be charged with scheduling their own work so that it can be coordinated with the General Contractors schedule. They shall give the General Contractor their full co-operation.

### 1.6 UTILITY SERVICE DISRUPTION

- A. This project will not require interruption of utility service.

### 1.7 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.

### 1.8 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.

## SECTION 01110

### 1.9 MATERIAL STORAGE

- A. The Owner will allocate certain areas of the site for the purpose of storing materials and equipment and locating Contractor's temporary office. The Contractor shall contact the Owner before any materials are situated in the building 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.

### 1.10 CLEANING OF GROUNDS

- A. The 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 site shall be cleared of all rubbish, materials, and debris which accumulated during the process of construction.

END OF SECTION

## SECTION 01290

### PAYMENT PROCEDURES

#### PART 1 GENERAL

##### 1.1 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. Successful bidder must provide a W-9 for processing of payment.
  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.

##### 1.2 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.



## SECTION 01290

- B. When the above conditions are remedied payment will be made for the amounts withheld.
- 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

##### 1.1 TEMPORARY ELECTRICAL ENERGY

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

##### 1.2 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.

##### 1.3 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 03300

### PART 1 – GENERAL

#### 1.01 SCOPE OF WORK-SIDEWALK REPLACEMENT

- A. The work to be done under this section includes the furnishing of all labor, materials, equipment and services necessary for and reasonably incidental to the proper execution and completion of the Concrete Work in accordance with the drawings and as herein specified.
- B. The Contractor shall provide and install all cast in place reinforced concrete sidewalks.

#### 1.02 REFERENCES

- A. ACI 301 – Specifications for Structural Concrete for Buildings.
- B. ASTM C33-81 – Concrete Aggregates.
- C. ASTM C94-81 – Ready-Mix Concrete
- D. ASTM C150-81 – Portland Cement.
- E. ASTM C260-77 – Air Entraining Admixtures for Concrete.
- F. ASTM C309-81 – Liquid Membrane-Forming Compounds for Curing Concrete.
- G. ASTM C494-80 – Chemical Admixtures for Concrete.
- H. Portland Cement Association (PCA).

#### 1.03 QUALITY ASSURANCE

##### A. Concrete Test

1. Contractor shall obtain all necessary samples for testing of concrete by an independent testing laboratory. Contractor to deliver to Laboratory.
2. Two test specimens (6" x 12" cylinder, made and stored as per standard method, serial designated C-31-21 of the ASTM) shall be taken for approximately every twenty-five yards of concrete or for each half days run.
3. In the event that any one pour is less than one-half days run, or less than twenty-five yards of concrete, test cylinders shall be taken for that pour. Cylinders and test reports shall indicate specific location where test was taken.
4. One copy of report of tests on cylinders shall be delivered to the Architect; one to the Contractor, and one to the Ready-Mix Plant furnishing the concrete.
5. Testing shall be done by laboratory approved by the Architect at seven (7) and twenty-eight (28) days.
6. The Contractor shall be responsible for making the test cylinders and shall include the cost of compression tests in his Bid.

## SECTION 03300

### B. Slump

1. The quantity of water shall be kept at a minimum (not more than 6 gal. per sack) for workability and such as to give a slump of never more than 5 inches with a standard ASME test cone (4 inches being preferred).
2. Slump for footing concrete shall be 4" or less. Moisture content of stored aggregate and sand shall be taken into consideration in determining amount of water to be added.

## PART 2 – PRODUCTS

### 2.01 CONCRETE MATERIALS

- A. Cement shall be a standard brand of Portland Cement conforming to ASTM, C-150, Type I.
- B. Sand shall be clean sharp river sand free of clay, saline, alkaline organic or other deleterious substances and graded to pass ¼" screen.
- C. Coarse aggregate shall be crushed limestone, clean and hard, and shall pass 1½" screen and be retained on a #4 screen.
- D. Water used for mixing shall be suitable for domestic use.
- E. All concrete exposed to the weather shall be 3500 PSI minimum compressive strength at 28 days.
- F. Exterior Concrete shall have Air-Entrained Cement (4% to 6%). No Exceptions.
- G. Fibrous Reinforcement shall be used in all concrete for exterior walks.

### 2.02 COLORED CONCRETE

- A. Coloring additives for colored concrete shall be pure, concentrated pigments made from mineral oxides recycled from iron or refined from the earth and especially processed for mixing into concrete. Pigments shall comply with ASTM C979 Pigments for integrally Colored Concrete.
- B. Pigments shall be as manufactured by Davis Colors, Beltsville, MD (Phone: 800/800-6856; Fax: 301/210-4967).
- C. Pigments shall be packaged in Mix-Ready disintegrating bags, to be added to the concrete mix without opening or pouring.

## SECTION 03300

- D. Coloring materials shall be handled and added in the proper proportion to obtain the desired color, and according to the manufacturer's current instructions.
- E. Colors shall be selected from the manufacturers standard color charts.

### PART 3 – EXECUTION

#### 3.01 DEMOLITION OF EXISTING SIDEWALKS

- A. Tear out existing concrete and dispose of legally off site.
- B. Take precautions to minimize damage of surrounding landscape and re-establish grade around new sidewalks once completed. Seeding/Sod will be by owner.

#### 3.02 MIXING CONCRETE

- A. Concrete shall be proportioned and mixed in a ready mix batch plant, conforming to ASTM C94-81.

#### 3.03 PLACING CONCRETE

- A. After mixing, the concrete shall be conveyed and placed at once in such a manner as not to show separation of ingredients.
- B. All forms and trenches shall be free from loose materials, water, or ice before pouring.

#### 3.04 FORMS

- A. Forms for exposed finish concrete shall be constructed with plywood, steel, steel-framed plywood faced or other approved panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection. Aluminum forms shall not be used without the Architects prior approval.
- B. Vertical parts of forms shall not be removed until the concrete has set sufficiently, so that it will not be injured by their removal.

#### 3.05 COLD WEATHER REQUIREMENTS

- A. Adequate equipment shall be provided for heating the concrete materials and protecting the concrete during freezing or near freezing weather. No chemical admixtures shall be used, unless approved by the Architect.

## SECTION 03300

- B. All concrete materials and all reinforcement, forms, fillers, and ground, with which the concrete is to come in contact, shall be free from frost.
- C. Whenever the temperature of the surrounding air is below 40 degrees F., all concrete when placed in forms shall have a temperature between 60 degrees and 90 degrees F., and shall be maintained at a temperature of not less than 50 degrees F. for at least 72 hours for normal concrete, or for as much more time as is necessary to insure proper rate of curing of concrete.

### 3.06 FINISHED CONCRETE SURFACES

- A. All exposed concrete surfaces shall be finished as herein described, or as directed for miscellaneous items where no specific finish is specified.
  - 1. Exterior concrete slabs shall be screeded level, floated while still in a plastic state, then when sufficiently set the surface shall be finished with a light broom finish.

### 3.07 EXTERIOR CONCRETE

- A. Exterior concrete shall utilize air entrained cement - (4% to 6%) - no exceptions.
- B. Concrete for all exterior walks, shall be reinforced with fibrous reinforcement, except where otherwise indicated, at the minimum rate of 1½ pounds per cubic yard of concrete.
- C. Form and pour the walks as shown on drawings of 3500 PSI concrete and reinforce as indicated.
- D. Walks shall be as detailed and finished with a fine broom finish with edges tooled. Use 3500 PSI concrete and reinforce with fiber mesh unless detailed otherwise. Provide expansion joints at building intersections, or as shown on drawings, with ½" thick asphalt impregnated strips.
- E. Where concrete pours against masonry work, place waterproof paper on wall extending below surface of concrete to protect masonry and keep clean.
- F. Install asphalt impregnated premolded joints in thickness indicated at all places where exterior slabs abut building wall surfaces.
- G. Concrete walks shall be scored at intervals as indicated on the drawings, or as directed.
- I. Exterior control joints shall be protected with Sonneborn SL-1 One-Part self-leveling polyurethane sealant, or an approved equal.

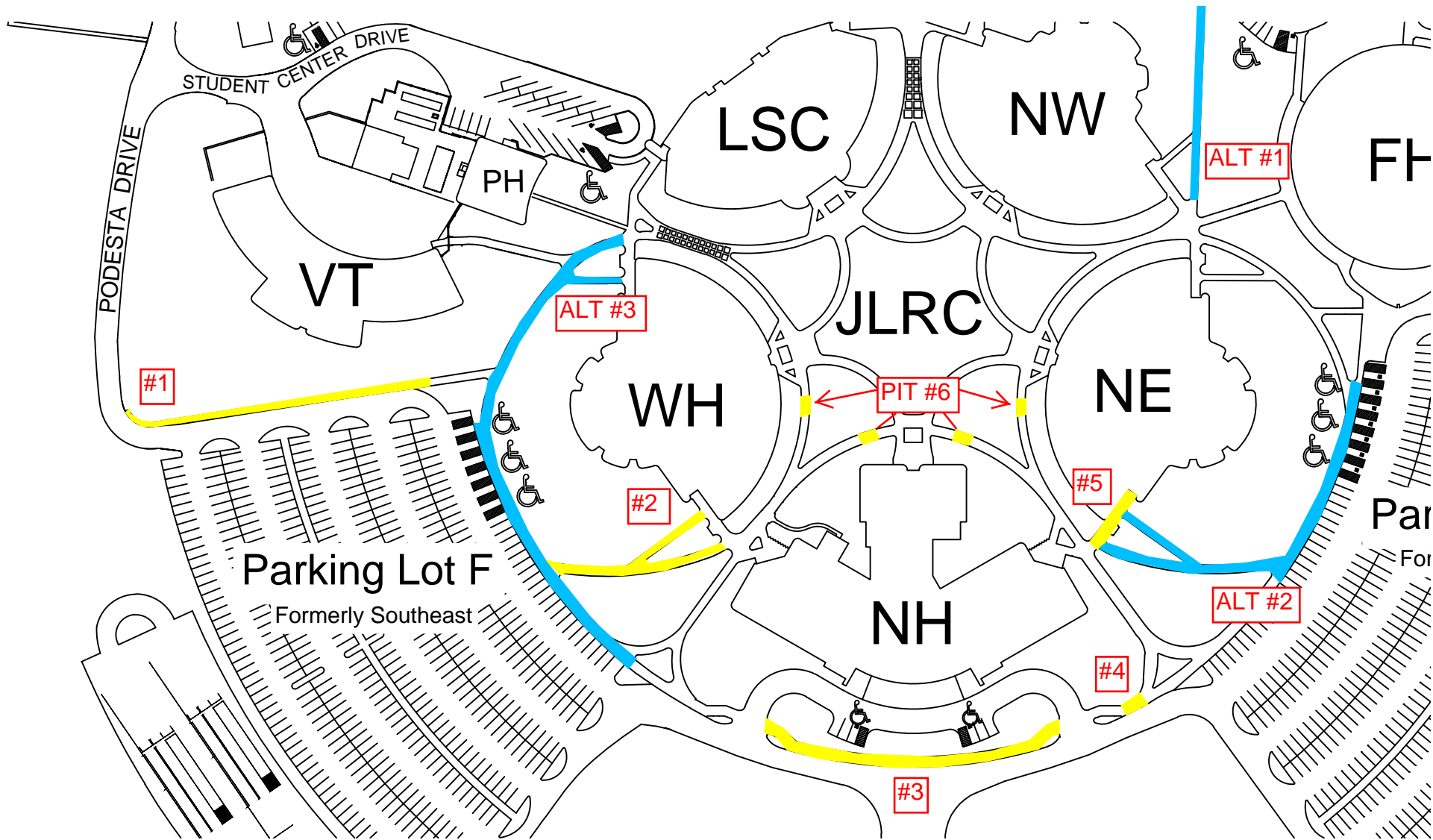
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1. Sealant shall be installed to a minimum of ¼" and a maximum of 3/8". Deeper joints shall require the use of closed cell backer rods.
2. All control joints shall be clean and dry.
3. Control joints shall be structurally sound, free of loose aggregate, paint, oil, grease, asphalt, wax, mastic compounds, from release materials, or other contaminants.
4. Prime joints that are subject to periodic water immersion. Consult manufacturer's requirements.
5. Fill small joints with a bulk-loading gun. Fill larger joints by pouring from a spouted container.
6. Fill joints from bottom; avoid bridging the joint.
7. Curing time:
  - a. 24 hours skin
  - b. 3 days – foot traffic
  - c. 1 week full cure

### 3.08 CLEAN-UP

- A. After the concrete work is completed and forms removed, this Contractor shall clean up the work and rid the premises of all debris resulting from his work.
- B. Precautions shall be taken to prevent the spilling or splashing of concrete on masonry work. Clean as necessary if it occurs.

END OF SECTION



- Base Bid
- Alternate Bid