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SPECIFICATIONS FOR LABOR AND MATERIALS

FOR

**MACOMB JUNIOR-SENIOR HIGH SCHOOL 2018 BUS LANE
REPAIRS**

FOR

**MACOMB CUSD NO. 185
323 W. WASHINGTON ST.
MACOMB, IL 61455**

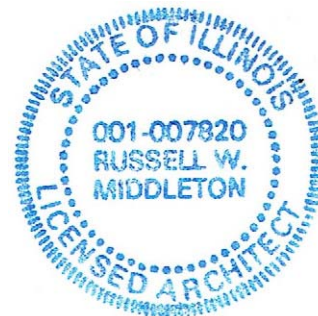
A/E PROJECT NUMBER: 2379 0218

ISSUE DATE: March 28, 2018

PRE-BID: None scheduled

SITE VISITS: After 3:30 p.m. on school days

BID DATE: April 12, 2018 – 10:00 a.m.
Macomb CUSD No. 185 District Office
323 W. Washington Street
Macomb, IL 61455



Russell W. Middleton

DIVISION 00 – BIDDING & CONTRACT REQUIREMENTS
Section 00 01 10 – Table of Contents

PROJECT: Macomb Junior-Senior High School 2018 Bus Lane Repairs

FOR: Macomb CUSD No. 185
323 W. Washington St.
Macomb, IL 61455

SUPERINTENDENT OF SCHOOLS: Patrick M. Twomey

ARCHITECT: Middleton Associates Incorporated
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A/E PROJECT NO: 2379 0218

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C-1.0 Macomb Junior-Senior High Partial School Site Plan

DOCUMENT LIABILITY

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END 00 01 10

DIVISION 00 – PROCUREMENT REQUIREMENTS
Section 00 11 16 – Invitation for Bids

Sealed proposals will be received by: Macomb CUSD No. 185

For the Macomb Junior-Senior High School 2018 Bus Repairs

Proposals to be submitted prior to **10:00 a.m., prevailing time, Thursday, April 12, 2018.**

Submit to: Macomb CUSD No. 185
323 W. Washington St.
Macomb, IL 61455

Pre-Bid Meeting: **None scheduled.**

Proposals shall be delivered to the above location prior to the time of opening. Proposals shall be clearly identified on the outside of the envelope as "Sealed Proposal" and list the project title as shown above. Immediately following the stated time, proposals will be opened and publicly read.

Terms of the proposal:

- Bid Security is required, 5% Bid Bond payable to Macomb CUSD No. 185
- Fully completed and signed without recapitulation of the work.
- No faxed proposals or proposal modifications can be considered.

Terms of the Contract:

- Owner protective bonds are required in the amount of 100% of the Contract value.
- Illinois Prevailing Wage Act P.A. 86-799 and Illinois Certified payroll reporting P.A. 094-0515 apply to this contract.
- Revised Statutes of the Illinois Criminal Code, apply, including the School code.

The Board of Education has the right to reject or accept any or all parts of all bids submitted and to waive any irregularities in the bidding and to accept the lowest responsible bid.

Plans and specifications prepared by the Architect, Middleton Associates Incorporated, 1702 W. College Avenue, Suite E, Normal, Illinois 61761-2793, Phone 309/452-1271, FAX 309/454-8049 are the basis of the proposal. Plans and specifications may be reviewed at the office of the Architect or Macomb CUSD No. 185 District Office, 323 W. Washington St., Macomb, IL 61455 or on line at www.middletonassociates.net.

Interested parties please provide contact information, including contact e-mail address for addendums or information. Interested parties may print documents for bidding directly from the website or may be purchased directly from The Copy Shop in Bloomington, phone 309/827-5466. Costs for printing and delivery arrangements are the responsibility of the bidder.

END 00 11 16

DIVISION 00 – PROCUREMENT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

1. GENERAL

1.1. QUALIFICATION

- A. Competency and responsibility of the Bidder, and of their proposed subcontractors, may be considered in making awards. Determination of responsibility prior to award may include:
1. A detailed statement regarding the business, technical organization, crew availability and evidence of capability for the work that is contemplated.
 2. Evidence of successful experience of personnel and previously completed construction projects
 - a. Contractor and personnel, five years or more commercial construction experience, including recent projects of similar or greater value, similarity of types of work, technical content, and complexity
 - b. Evidence that recent projects as described above have been scheduled and delivered on time, aggressively pursued to conclusion without delay.
 - c. Experience does not include frivolous claims for additional costs, or work requiring abnormal or extensive corrections.
 - d. Evidence that equipment was properly installed and started and functioned without abnormal warranty calls for installation related problems.
 - e. Evidence that the contractor coordinated with the Owner, scheduled work in a progressive manner to allow Owner reasonable access to get facilities ready for occupancy in a timely manner.
 - f. Evidence that phased projects have been completed without loss of services between phases.
 3. Information pertaining to the financial resources of the contractor to pursue the work may be considered prior to making the award:
 - a. Evidence of financial resources to cover retainage, meet payrolls, contract for and acquire or pre-pay materials. Resources and Contractor net worth available to this project less than 35% of the contract award may be grounds to disqualify the bid.
 - b. Evidence of unpaid bills, unresolved liens, outstanding claims by the Department of labor for wage, benefits or workman compensation violations or failure to provide accurate payroll information.

2. EXAMINATION OF DOCUMENTS, SITE AND WORK INCLUDED

A. LOCATION OF THE PROJECT:

1. Macomb Junior Senior High School, 1525 S. Johnson St., Macomb IL.

B. PRE BID MEETINGS

1. **No Pre-Bid Meeting is scheduled.**
2. Drive is available for inspection after 3:30 p.m. on school days, or all day on no school days when staff is available.
 - a. Call ahead to schedule. (Contact, Randy Smith, phone 309/837-0560),

C. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

1. Bidder shall carefully examine bidding documents and inspect the site to obtain first-hand knowledge of existing conditions.
2. access may not be available on short notice.
3. Do not ask for directions or interpretations of the work during these visits unless in combination with a pre-bid meeting, you may discuss the work but if any clarifications or questions become evident these must be handled through the A/E and no change to the project requirements will result from verbal clarifications of the work during a visit.
4. Each Bidder, by submitting his bid, represents that he has examined the bidding documents, inspected the site and premises, compared task requirements and time constraints to installation conditions and that he understands the obligations of the bidding documents. By providing a proposal he is certifying that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions that could have been determined by on site examination.

D. INTERPRETATION OF DOCUMENTS

1. Anyone having a doubt concerning the meaning of the Contract Documents, or any other questions, may submit a request for interpretation from the Architect/Engineer. All pre-bid interpretation shall be requested not later than FIVE (5) DAYS prior to the bid due date. Response, other than minor clarification, will be in the form of Addenda and will be mailed to each Bidder.
2. It shall be the Architect/Engineer's responsibility to clarify conflicts in requirements as may be reported to the Architect/Engineer. After bid due date, the Architect/Engineer shall determine the course to be followed for said clarification with no cost change to the Owner.

E. ADDENDA

1. Addenda may be issued before the bid opening date to clarify or modify the Contract Documents. Addenda are posted at www.middletonassociates.net
2. Addenda will be issued electronically. Email address is required to receive addenda.
3. If you have not registered your interest in the bid with the Architect, and do not receive or seek out the addendums then failure to recognize any Addendum may disqualify the bid.
4. Said addenda shall become a part of the Contract documents and supersede any conflicting specifications and/or clarify intent of same.

F. INTENT, ERRORS AND OMISSIONS

1. Any known conflict between requirements of various portions of the Contract Documents shall be reported to the Architect/Engineer prior bid due date and shall fall under the authority of Interpretation of Documents.
2. The Drawings are descriptive and directive in concept and are not intended to exhaust all detail situations required to complete the work. The procedures detailed shall establish the general character of solutions needed for typical, non-typical, and peculiar situations at the job site.
3. It is the intent of the documents that specified work and equipment be installed in a proper and finished manner, fully operational, at a minimum of generally accepted standards for good quality commercial construction. All necessary materials, labor, controls, accessories, brackets, fasteners, sealants, etc., to properly install and complete the work shall be provided unless specifically noted otherwise.
4. Each Contractor and Subcontractor shall coordinate and cooperate with the other Contractors to provide proper installation. Verify dimensions, services, installation conditions, obstacles to the work and modifications necessary to complete the work and coordinate the fit, finish and scheduling of the work.

G. DOCUMENT INTENT, PROJECT COMPLETION, FITTING AND FINISHING FULLY FUNCTIONAL, USER READY

1. It is the intent that all items of work included in the project are to be completely finished and all necessary associated components and accessories for proper completion are to be included in the work.
2. Drawings are schematic in nature; every single element needed is not necessarily labeled, dimensioned or positioned. Unless specifically exempted, the Contractor shall provide as follows:
3. Good quality fit, finish and workmanship at a level of competency and quality equal to or exceeding commercial construction in the area.

- a. Sealants, caulks, flashings, transitions, closures and components to assure infiltration and weather tight result and finished appearance inside and out.
 - b. Sealants, flashings, closures at building connections.
 - c. Upper and lower flashings, in new construction and whenever possible, to shed water outward.
4. All components and assemblies to assure proper installation and performance of manufactured equipment, per manufacturer's or industry association standards as a minimum.
- a. Mechanical equipment, plumbing, piping, ventilation, valves back checks, connections etc.
 - b. Mechanical and electrical coordination, coordination of installation locations, hidden where possible, routed through the construction in the most expedient but concealed manner,
 - 1) Minor relocation of piping, equipment, installations shall be provided without cost change within 10' either way or reasonable pathways of similar distance.
 - c. All other equipment, kitchen, doors, hardware, windows and any other operable equipment
 - d. Service access, filters, repairs always allow for reasonable repair and maintenance access.
5. Proper protection of dissimilar materials or components for bond problems, galvanic action, movement, moisture, and/or chemical reaction.
6. New finished appearance for all new work and work abutting existing where applicable.
7. Code compliance:
- a. All equipment and installations.
 - b. Electrical NEC, circuit protection, grounding, disconnecting means, GFI, and installation practices
 - c. Water, back checks, vacuum breakers, back flow preventers, service valves, hammer arrestors, expansion tanks.
8. Construction assembly details, setting forth special requirements, keyed to a specific section, detail or I.D. number, shall be considered applicable to similar assemblies throughout the contracted work unless specifically designated otherwise.

2.2. DRAWINGS & SPECIFICATIONS

A. OBTAINING INFORMATION

1. Drawings and Specifications may be obtained from the Architect, Middleton Associates Incorporated, 1702 W. College Ave., Suite E, Normal, IL 61761-2793, Telephone 309/452-1271, Fax 309/454-8049.
2. No deposit required for one set. Contractor may purchase additional documents directly from The Copy Shop in Bloomington.
3. To obtain documents provide the A/E all contact information as well as an email address for delivery of addendums and bidding information during the bid period.
4. Method of document distribution is at the option of the Owner and the Architect whether it is paper, or digital.
5. Replacement value \$20.00

B. RETURNING DOCUMENTS

1. All documents remain the property of the Architect and shall be promptly returned after the bidding. The low bidder may keep documents and sub bidders may retain same until awards have been made.
2. Failure to return documents within 20 days after bidding will result in loss of deposit or compensation will be required for the replacement cost in the event there was not a plan deposit.

2.3. ALTERNATES

- A. The Bidder shall submit a proposal for every alternate listed in the Contract Documents. Failure to provide alternate prices may disqualify the bid.
- B. See Section 00 24 13, Scope of Bids, for a description of Alternates.

2.4. BID SECURITY

- A. The Bidder shall furnish bid security, along with his proposal:
 1. Form of security to be bid bond or certified check payable to the Owner.
 2. Amount 5% of the base bid proposal
 3. Said security shall serve as a guarantee that the Contractor will enter into the Contract with the Owner as per his bid and the contract terms should the job be awarded to him.
- B. Should said Contractor refuse or fail to enter into a Contract with Owner per his bid for the work included in these Contract Documents within fifteen days following notification of award and/or receipt of a contract for signature, said bid security shall become collectible, in full, by the Owner in payment for damages.
 1. Failure to enter into an agreement shall mean failure to return or submit:
 - a. A signed agreement.

- b. Owner's protective bond(s) for Labor, materials and performance.
- c. Approved subcontractor/supplier lists.
- d. Certificates of insurance within stated time period.
- e. Evidence that this contractor intends to pursue this contract in a timely and deliberate manner, including ordering of materials and committing or arranging for necessary manpower to accomplish the work.
- f.

2.5. WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by an authorized person prior to the bid due date and time, after which time no bids may be withdrawn for a period of forty-five (45) days unless a Bidder has been released by the Owner's action.
- B. Authorized person shall mean an Owner or Officer of the Contractor offering the proposal or other evidence of authority.

2.6. PROPOSAL (BID) FORMS

- A. Each bidder shall submit his proposal, on proposal form provided.
 - 1. Submitted bid forms may be copied
 - 2. All applicable blank spaces on forms shall be filled out fully.
 - 3. Numbers shall be stated in writing where noted and in figures.
 - 4. Signatures shall be live in longhand by person authorized to sign bids as Owner or corporate officer or shall include Power of Attorney to sign the bid.
 - 5. No facsimile proposals or modifications can be considered per Illinois School Code on public school projects.
- B. Completed forms shall be without delineation, clarification, alteration or modification.
 - 1. Correction of contractor inserted is acceptable if clearly identified and initialed by the signatory to the bid. Irregularities of such corrections may be grounds to disqualify the bid.
 - 2. Offers to clarify or modify may be made on voluntary alternates and substitution forms if provided in the bid package, but in no case should the base bid or requested alternate bids offered be based on anything but the document requirements.
- C. Voluntary alternates or offers for substitutions may be attached on forms provided or on the bidder's letterhead. These will be considered at the Owners option. Additional information may be requested prior to consideration.

2.7. AWARD OF REJECTION OF BIDS

- A. Although it is the intention of the Owner to accept the lowest qualified bid the Owner specifically reserves the right to waive all formalities and/or

informalities, to reject any and all bids and/or accept the bid that, in the Owner's judgment is the lowest responsible bid.

- B. Contractor will note all alternates that are applicable, or as may become applicable by addendum, should be bid. Failure to bid an alternate may be grounds to disqualify the proposal, at the Owners discretion.
- C. Should the time for award exceed the time stated for the proposal's expiration period, the Owner reserves the right to continue to negotiate with bidders in the line of award succession as a prior option rather than re-bid.

2.8. RETURN OF BID SECURITY

- A. After bids have been read along with alternates as applicable and a successful Bidder has been approved by Owner, a Letter of Intent will be sent to the successful bidder and bid security may be returned to the unsuccessful bidders except the deposits of the two (2) most advantageous bidders will be retained until Owner/Contractor agreements have been consummated.
- B. Following the signing of the Contracts and receipt of bonds, remaining bid security will be returned. If the successful Bidder fails to accept the Contract and submit acceptable bonds, same will be grounds for forfeiture of his bid security.

2.9. OWNER'S PROTECTIVE BONDS: A 100% of value Labor and Material Payment Bond and Performance Bond including all alternates accepted is required in the Contract and shall be included in the Contractor's Proposal

- A. Periodic Change Orders that may occur to the Contract shall be included in each respective bond.
- B. Bonds shall cover the entire Contract without regard to the Contractor's assignment of work of Subcontractors or Suppliers.
 - 1. Inclusive of all awarded Alternates.

2.10. STREET BOND

- A. Provide to the municipality a Street Bond to guarantee repair / replacement of streets as a result of this Contractor's operating if required.
- B. Bond amount to be not less than \$75,000.00.

2.11. AWARD AND LETTER OF INTENT

- A. The Owner will make an award based on the selection of the lowest cost responsible bidder. After the award, and the issuance of a Letter of Intent, the contract timeline is as follows:
 - 1. Return signed agreement (10) days

2. Sub-Contractor, Supplier list, including any entity to be assigned a significant or skilled trade part of the work, provide list, addresses and contact information, (7) days. Provide references upon request.
 3. Labor and Materials Payment, and Performance bond(s), ten (10) days
 4. Insurance, ten (10) days
 5. Master Cost Breakdown (CSV), ten (10) days
 6. Proposed Schedule and time line, Pre Construction meeting
- B. Failure or refusal to provide the preceding Contract information in a timely manner may cause for cancellation of the award or termination of the agreement if signed and the Owner will be entitled to compensation under the terms of the bid security for failure to execute contract terms in good faith.

2.12. LIST OF SUBCONTRACTORS AND SUPPLIERS

- A. Within seven (7) business days after notification of intent to award, and prior to the Contract being signed, the Contractor shall submit to the Architect/Engineer, a list of proposed subcontractors and major equipment suppliers and other persons or organizations to be assigned part(s) of the contract.
- B. This list is subject to the review and approval of the Owner. Basis for this review may include supporting evidence the proposed Subcontractor or Supplier has experience and adequate resources to accomplish the assigned responsibilities on time and in compliance with the requirements.
1. The Owner reserves the right to request justifiable changes in the list.
 2. The changes requested are intended to be made at no additional cost to the Owner.
 3. If it is not possible to make requested changes at no additional cost, the Owner reserves the right to terminate the award and negotiate with the next successive bidder based on his original proposal.

2.13. MATERIALS SPECIFIED AND QUALITY OF WORK

- A. Materials shall be as specified or approved equal.
1. Approved equal" and "or equal" shall mean that the Contractor shall be required to receive the approval (via the Architect) on any substitute materials.
 2. Requests for substitution approval shall be submitted to the Architect/Engineer, seven (7) days prior to the bid due date.
 3. Prior to considering substitutions, the Owner and/or the Architect/Engineer may require submission of samples, descriptive, technical and catalog data and lab reports of tests for verification of equivalency.
 4. If approved and selected, all adaptations to fit and accommodate the substitute or equal equipment including coordinating other

trades is the responsibility of the Contractor requesting the change.

2.14. PROGRESS PAYMENTS

- A. Will be made not more frequently than monthly, per the Owners payment schedule.

2.15. PROJECT ACCESS: The Contractor shall be aware that the Town/City, Township, County or State has authority over various approach roads for site access and the Contractor is responsible to:

- A. Observe load limits and arrange for any exceptions to load restrictions that may be required for this project.
- B. Make arrangements for road cleanup, barricades and surface patches and repairs shall comply with applicable regulations and be subject to the governing authority approval.

2.16. EQUAL OPPORTUNITY EMPLOYMENT: The following clause is applicable unless this Contract is exempt under the rules and regulations of the Secretary of Labor of the State of Illinois.

- A. During the Performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that all applicants are considered and that employees are treated, during employment, without regard to their race, color, religion, sex, age or national origin."

2.17. ILLINOIS DEPARTMENT OF LABOR AND LABOR RELATED REQUIREMENTS

- A. IDLR regulations apply to all work on site without exception.
- B. Publicly funded projects or projects managed by Public Bodies require the following:
 - 1. PREVAILING WAGE 820 ILCS 130/4: The Contractor shall pay and shall require his subcontractors to pay the prevailing hourly wages as is determined by the Illinois Department of Labor pursuant to the Illinois Prevailing Wage (820 ILCS 130/1 et. seq.) included at the end of this section. Prevailing rates are available on line at www.illinois.gov.
 - 2. CERTIFIED PAYROLL REPORTS: Will be required with each successive pay application for payroll periods preceding the application date.
 - 3. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS 820 ILCS 265: All Contractors must be prepared to certify upon request that they have complied with the Illinois Substance Abuse Act, including a written program that meets or exceeds the requirements

of this act for the prevention of substance abuse among its employees.

2.18. SALES TAX

A. Materials supplied to a public school district are exempt from state sales taxes. The Contractor shall determine the extent of exemption and shall comply with the regulations established by the Illinois Department of Revenue.

1. Macomb CUSD #185 Sales Tax Exemption #E9995-1223-06.

2.19. TOBACCO AND ALCOHOL FOR CONSUMPTION PRODUCTS

A. Smoking, chewing, tobacco use; shall not be permitted anywhere on public school property by State Statute.

B. Alcoholic beverages, controlled substances, unauthorized prescription medication are not allowed on school property.

1. Working under the influence of any of the above and/or a legal prescription that causes impairment is not allowed.

C. Violators may be removed from the job sites subject to conditional return privileges in the future.

2.20. SEXUAL HARASSMENT POLICY

A. The Owner will not tolerate sexual harassment in any form. Sexual harassment is defined, for the purpose of this policy, as "unsolicited, deliberate or repeated sexually derogatory statements, gestures or physical or implied physical contact that cause discomfort or humiliation. Sexual harassment may involve pressure from a person of either sex against a person of the opposite sex or same sex . . ."

1. Should evidence that a Contractor, or a Contractor's employee, has harassed staff, student or other individuals, that employee shall be removed from the job site permanently or until such time that the circumstances have been determined to have been resolved satisfactorily.

2.21. BACKGROUND INVESTIGATION AND SEX OFFENDERS ON SCHOOL GROUNDS

A. Illinois Criminal Background checks are applicable to this Contract. The Contractor or subcontractor shall only send construction workers to the site that have successfully passed an Illinois Criminal Background check, per 105 ILCS 5/10-21.9 and 105 ILCS 5/14-7.02

B. The Contractor shall provide:

1. Prior to start of work; maintain a list available to the Owner of all the employees who will be or are anticipated will be employed on site. This list shall be updated when new persons not originally listed will be working on site. This list shall also include names of personnel employed by subcontractors.
 2. Persons temporarily on site such as truck drivers or employees making deliveries do not need to be listed, but the Owner reserves the right to request a background check.
 3. Provide an affidavit to the Owner that the Contractor or his subcontractor has performed an ISP background check by name on all personnel on site.
 4. Copies of employee lists and affidavits shall be promptly provided to the owner upon request.
- C. The Contractor shall not knowingly employ on school grounds any person who has not signed or will not sign an authorization for a criminal background check.
- D. The Owner reserves the right to run fingerprint background checks on any or all employees on site, randomly or specifically, and the cost of this check will be borne by the Owner. Upon request, provide information, which will not be shared, as needed to complete checks. This may include SSN, home addresses, fingerprint, address, etc. and any alias or former names used.
- E. The Contractor shall assume the responsibility to notify all on site employees or potential employees of this provision, and of the consequences of this provision.

2.22. BUILDING PERMITS

- A. This project is exempt from local permit fees associated with the construction. Any such fees assessed are reimbursable.
1. This Contractor shall fully cooperate with the local authorities and shall apply for and obtain all required permits and comply with local regulations and requirements. Only the fee is exempt.
 2. Provide necessary permit related information to local city authorities.

2.23. CONTRACT DOCUMENTS CHECK LIST

- A. Proposal
1. Proposal Form properly filled out and signed, (live signatures)
 2. Bid Bond/Bid Security for 5% of base bid amount (live signatures)
 3. Low bidders exempt, return of documents within fifteen (15) working days after bid due date
- B. Letter of Intent

1. Supplier - Subcontractors List, (10 days after Award)
2. Employee list and criminal background affidavit, (prior to start on site.)
3. Proposal & Contract Form prepared by the Architect, (signed and returned 10 days after receipt).
4. Labor and Material Payment Bond, two copies (10 days after award)
5. Performance Bond, two copies (10 days after Award)
6. Insurance Certificates, liability and hold harmless, three copies (10 days after award) *
7. CSV - Master Cost Breakdown (Preconstruction meeting)
8. Bar Graph/Progress Schedule, copies as required (Preconstruction meeting)

C. Periodic Application for Payment

1. Submit per the monthly scheduling, to be determined
2. Application and Certificate for Payment, 3 copies (AIA G702A)
3. Contractor's Affidavit, 2 copies (AIA G706)
4. Breakdown Estimate, 3 copies
5. Partial Waivers of Lien, 2 copies
 - a. Partial Waiver of Lien from Subcontractors/Suppliers for previous payment, 2 copies.
 - b. Updated Progress Schedule, submit with each pay request
6. Certified Payroll for all trades employed on site.

D. Substantial Completion

1. Notification work is ready for inspection.
2. List of deficiencies or incomplete work.

E. Final Application for Payment:

1. Letter to Architect that deficiency work is complete
2. Final Lien Waiver from the Contractor, 2 copies
3. Final Lien Waivers from Subcontractors/Suppliers, 2 copies
4. Final Affidavit showing \$0.00 due to Subcontractors and \$0.00 due to Suppliers, 2 copies
5. Final Payment Approval Letter from Bonding Co., 2 copies
6. Certification of all guarantees, warranties and service contracts, O & M Manual
7. Final Application & Certificate for Payment, 3 copies (AIA G702A)
8. Additional certifications as may be requested, 2 copies
9. Operating manuals & instructions, 3 copies-indexed and bound
10. Figure Bonus / Penalty and Liquidated Damages if applicable..

END 00 21 13

DIVISION 00 – PROCUREMENT REQUIREMENTS
Section 00 22 13 – Supplementary Instructions

1. GENERAL

1.1. DESCRIPTION OF DRAWINGS AND LAYOUT

- A. Drawing data is intended to be reasonably accurate, however, strict accuracy in detail is not guaranteed.
1. Drawings, particularly Mechanical and Electrical drawings are schematic in nature.
 2. The Contractor must verify all of the actual conditions, measurements, dimensions, rough-in requirements; fitting of piping, conduit, wiring, and duct work and coordination necessary for each item, system or piece of equipment in the Contract Documents.
 3. Verification is the Contractor's responsibility and shall be completed prior to the fabrication or installation processes.
 4. Coordination of all elements of the work must be allowed for with cooperation between the trades particularly for conflicts of limited flexibility of installation. The general priority unless fixed conditions conflict is as follows: structure, placement of equipment, service access, mechanical piping, plumbing piping, and electrical piping. Trade priority in the preceding list does not supersede field cooperation to collectively and most expediently install the work.
 5. All corrections necessary to provide properly installed, finished and operable system, in accordance with the intent of the Documents, shall be made at no additional cost.
- B. All measurements and conditions must be verified by actual observation at the site.
1. The Contractor shall be responsible for all of his work fitting into place in a satisfactory and workmanlike manner in every aspect and detail subject to the approval of the Architect. The Contractor shall provide layout work and verification measurement at his own cost.
 2. The Contractor shall perform all layout work pursuant to site, building, grades and levels, and furnish such engineering services as he may require executing the intent of the work included.
- C. Before starting his work, the Contractor shall examine all Contract Area Drawings and Specifications and if discrepancies or conflicts are apparent or occur during the progress of the work:
1. Work first with the conflicting trades or installations to fit and coordinate the work.
 2. If there appear to be no practical or agreeable way to coordinate the fitting of the work report same to the Architect as a Request for Instruction, RFI, and obtain direction or interpretation to proceed.
- D. The Drawings are instructive and diagrammatic and shall be followed as closely as actual construction will permit. All changes from Drawings

necessary to complete the work shall be done at no added cost charge to the Owner above the amount shown on the Owner/Contractor Agreement.

1.2. OVERLOADING OF BUILDING

- A. Care shall be taken that completed structures are not overloaded during Contractor operations. It shall not be the Owner's, or Architect/Engineer's responsibility to observe and check construction processes and temporary loading conditions that may temporarily occur in the pursuit of the completed installations.
 - 1. Structural design, unless noted otherwise, is designed to accommodate design loads, per code, after completion.
 - 2. Bracing and shoring for loading or stability prior to the installation of lateral support elements and diaphragm assemblies is the responsibility of the Contractor.
 - 3. All structural damage done by overloading the system shall be repaired by the Contractor or Subcontractor overloading the system.

1.3. MEANS AND METHODS

- A. The Architect/Engineer and Owner shall have no authority over the means, methods and procedures of the work and shall make no determination pursuant thereto nor render opinions concerning same.
 - 1. The Architect's Field Representative does not have authority to render opinions on structural questions.
 - 2. If questions arise submit a Request for Information, RFI, for direction.
- B. The Architect/Engineer and Owner and representatives of same shall have no authority over methods employed or safety conditions related to:
 - 1. Erection loads and as they relate to the Contractor's interest and shall provide no observation of same.
 - 2. Upon request the Architect can provide the design loads employed for the final installation.
 - 3. The contractor shall designate an employee of the contractor as the person in charge of and responsible for directing the work and safety procedures on site.

1.4. PROTECTION OF WORK AND BUILDING

- A. The Contractor shall protect all work and stored materials from injury or loss caused by or resulting from operations under this Contract, including but not limited to:
 - 1. Physical damage
 - a. Poor stacking practices

- b. Abuse damage due to adjacent operations or exposures
- c. Weather related damage

2. Failure to have reasonably secured stored and in progress work.

1.5. MOVING OF MATERIAL

- A. Contractor materials which are temporarily located or stored shall be relocated as needed to allow access by the Contractor, other Contractors and the Owner's personnel in and around the construction area.
 - 1. Prior to storing materials coordinate the operations to avoid conflicts.
 - 2. Such moving of any material shall be at no additional cost to the Owner.
- B. At no time shall tools, materials or workmen block an exit unless same has been coordinated with other trades on site and reasonable alternative options are maintained.

1.6. SHORING, BRACING, AND BARRICADES

- A. The Contractor shall provide, construct and finally remove all temporary shoring, bracing, underpinning, scaffolding, needling, barricades, etc. as required by local restrictions and as necessary for to protect persons and property from damage or injury.
 - 1. The Contractor shall determine the need for these items.
 - 2. The Contractor shall be responsible for the performance or failure of performance of same and shall repair damages caused by failure or absence of same.
- B. Specific temporary shoring supports, etc., may be noted in the Documents, such as for new openings or certain renovations in existing work.
 - 1. All such needed shoring is always not noted but the responsibility of the Contractor or Sub Contractor making the opening or installing the new work as needed
 - 2. Notation on the drawings is an observation that existing support conditions are being impacted by the work and shall be attended to by the Contractor as needed by conditions discovered.
 - 3. In all cases, observe actual conditions of the work, same may be different than the anticipated conditions and may require shoring bracing and barricades.

1.7. MATERIALS, WORKMANSHIP, AND LABOR

- A. All installed materials and equipment shall be new and shall be installed and completed in a first class, workmanlike manner.
- B. The Architect reserves the right to direct the removal and the replacement

of any item which, in his opinion, does not present a proper, orderly or reasonably neat installation. Such removal and replacement shall be done promptly when directed by the Architect or the Owner. All installations will be subject to the Architect's and Owner's inspections, tests, and approval at all times from commencement of the work to Final Acceptance of the completed Contract.

- C. Work needing correction or replacement that is not corrected with reasonable promptness shall be subject to written notice thereof by the Architect. The Contractor by virtue of having tendered his bid for the work, agrees that progress payments by the Owner may be held (no payment made) until said faults have been corrected.

1.8. ALIGNMENT BALANCING

- A. The Contractor shall be responsible for supervision of the installation of equipment.
 - 1. Level, adjust, balance and align new equipment and reinstalled or relocated equipment.
 - 2. Provide all alignment per manufacturer set up recommendations, align and balance pumps, belts and pulleys and adjust equipment to work properly.

1.9. CLEANING UP

- A. Work areas shall be maintained reasonably clear of accumulated debris, cartons and unused equipment to allow orderly pursuit of the Work.
- B. All surfaces shall be cleaned of any paint, plaster, mortar, gook and other stains.
 - 1. Care shall be taken that no surface is scratched, marred or damaged by the cleaning process.
 - 2. Damaged, marred or scratched surfaces of any type shall be repaired to new or original condition or replaced if necessary to provide a final installation acceptable to the Architect.

1.10. OPENINGS IN CONSTRUCTION

- A. Openings required for construction work shall be provided by the Contractor, complete with all necessary reinforcing, lintels, trim, finishing, etc. as shall be needed to complete the Work including openings required for electrical and mechanical work.
 - 1. Openings to be provided for other trades must be laid out and noted by the trade needing same prior to construction of the surface through which the opening is needed.
 - 2. Untimely note of required openings shall be the responsibility of the Contractor or Subcontractor not requesting same.
 - 3. All sleeves, flanges and forms, etc., shall be furnished by the

Contractor requiring the opening.

- B. Concrete slabs, joists, concrete floors, finished floors, walls and structural elements, and other structural items shall not be cut or disturbed, except as approved by the Architect IN WRITING.
- C. Pipes or elements passing through floors or partitions shall have sufficient clearance around pipes to prevent damage to the adjacent finish from expansion and contraction.

1.11. FIRE SEALS

- A. All penetrations of fire walls, smoke barriers and floors shall be properly fire sealed to prevent the passage of smoke and maintain the integrity of fire barriers.
 - 1. Such seals are the responsibility of the contractor for whom the penetration is provided.

1.12. SUPPORTS

- A. The Contractor shall provide all concrete, steel bases and anchorage except as herein specified otherwise: vibration absorbing foundation bases, hangers, platforms, anchor bolts, etc. for all equipment which he furnishes. These foundations or supports shall be as specified under their respective headings, as shown on the drawings and/or as recommended by manufacturers.
 - 1. Materials and installation requirements for curbs and pads shall be commensurate with the need.
 - 2. Concrete shall be 3500 psi minimum strength, air entrained 5% to 8% by volume. Install following commercial practices.
 - 3. Framed curbs or foundations shall be properly supported.

1.13. PROTECTION OF WORK

- A. The Contractor shall protect his work and adjacent existing work from injury by keeping all piping, ductwork, etc. capped, plugged, drained, or otherwise protected from injury including damage done by freezing and damage from building materials, cement and/or dirt, concrete traffic or exposure.

1.14. ELECTRICAL SERVICES TO EQUIPMENT

- A. Unless otherwise specified the Contractor shall furnish and install electrical feeders of proper size, and furnish, install and complete all power wiring and the control wiring for each motor, electrified signage and/or piece of equipment affected by the Contract.
 - 1. Although circuits may be called for on the drawings, ALWAYS verify the final equipment requirements before pulling wire in the event it

- needs to be increased in size.
2. Contractors providing equipment shall verify the circuits and protection level and need for safety switches matches what they are providing.

- B. All electrical procedures shall comply with the National Electric Code, whether temporary or permanent.

1.15. SEALANTS

- A. Provide sealants in all locations where shown on the Drawings or called for in the Specifications and as necessary for infiltration tight and weather tight building envelope and finished visual appearance.
- B. Sealants shall be provided in locations as directed by the Architect, where equipment components or fixtures fit to surrounds, and when cracks between equipment and surrounds are undesirable or excessive. Provide sealants in all interior locations, as necessary to properly trim out.
- C. Sealants shall be installed and tooled in strict accordance with the Sealant Manufacturer's recommendations for joint preparation, using foam rope backer bars, etc. Sealant shall be installed by the respective Contractor providing the item requiring sealant installation.

1.16. PAINTING

- A. All exposed surfaces or equipment reworked and installations leaving damaged or unfinished surfaces shall be painted or have a corrosion resistant or factory applied finish.
 1. Unfinished non ferrous metals such as aluminum and stainless steel do not require painting.
 2. Field paint unfinished equipment and surfaces for corrosion protection and visual appearance, except where clearly stated to the contrary on the Drawings.

END 00 22 13

DIVISION 00 – PROCUREMENT REQUIREMENTS

Section 00 24 13 – Scope of Bid

1. BASE BID

1.1. DESCRIPTION

- A. The Base Bid is to provide the Owner with all materials equipment and labor to complete the specified contract work.
1. All work is a single Contract.
 - a. Macomb Junior-Senior High School 2018 Bus Lane Repairs.
 - b. Traffic control as needed. Coordinate also with the City of Macomb when appropriate.
 2. The Base Bid proposal must be for the specified work and as may be modified prior to the bid time and date by addendum.
 - a. Do not add any additional description of what is included or excluded from the bid on the proposal form, this may disqualify the bid.
 - b. Fully fill out the proposal/bid form, omissions and failure to sign will disqualify the bid. Minor irregularities in filling out the bid form may be considered by the Owner as inconsequential to the intended bid and may be declared as such and the bid be accepted.
 3. Voluntary Alternates or Substitutions may be offered on the Voluntary alternate and substitution form if provided or on the Contractor's letterhead if desired. Such options should not materially change the intent of the proposal. These may be considered or disregarded at the Owner's discretion without explanation.

1.2. UNIT PRICES

- A. None requested.

1.3. ALLOWANCES

- A. **Include an allowance of \$3,500** for additional work as may be ordered by the Owner by negotiation including unexpected conditions discovered or additional work.
1. Application of allowance will only be allowed for work reported to the Architect and observed by the architect or the Owner prior to replacement or implementation.

1.4. ALTERNATE BIDS

- A. The alternates are to provide the Owner with options expanding or reducing the project scope and content and for comparative material or equipment prices for use in determining the final construction contract.
- B. Work included in alternates shall be commensurate with and in compliance with all the applicable and similar project specifications and conditions and shall include all necessary adjustments and additional labor and/or material as may become apparent to properly complete the alternate into the work. No additional charge will be considered after bidding for the purposes of making additional construction or adjustments in order to accomplish alternative work which has been included in the Contract.
- C. Incidental Work: All necessary adjustment in the work shall be made to accommodate accepted alternates without cost change in and above the alternate cost.

1.5. ALTERNATE BIDS

- A. No alternates are being taken unless requested by addendum

1.6. BONUS/PENALTY

- A. The Contract shall include a Bonus of \$50 per day/Penalty of \$50 per day for Substantial Completion date of July 27, and ready for traffic by August 3, 2018.
 - 1. Substantial Completion prior to July 27. 2018, bonus \$50 per day
 - 2. Substantial Completion on July 27. 2018, no bonus/penalty
 - 3. Substantial Completion after July 27. 2018, penalty \$50 per calendar day.
 - 4. Final completion and open to traffic by August 3, 2018 or bonus calculation will be deducted \$50 per day for days past August 3 for final completion and open to traffic.
- B. This includes all work in place. Time accrued after notification of ready to inspect up to seven (7) days will not count negatively if inspection finds the work Substantially Complete.
 - 1. Final means Punch list complete, project done.

END 00 24 13

DIVISION 00 – PROCUREMENT REQUIREMENTS
Section 00 30 00 – Project Schedule & Terms

1. GENERAL

1.1. SCHEDULING

A. Master Schedule

1. The General/paving Contractor is the Coordinating/Pacesetter Contractor, shall maintain a Master Schedule.
 - a. See also Section below for specific schedule and bonus/penalty \$50/\$100 per day.
2. Prior to preparation of the Master Schedule, all Subcontractors shall coordinate scheduling needs with the General Contractor.
3. Upon preparation of a detailed schedule, same shall be reviewed by the Assigned Contractors and the Owner. Once accepted, it shall become the basis for determining the on time progress of the work.
 - a. Provide manpower, overtime, and equipment as needed to maintain the schedule. The Owner will not authorize additional payment for overtime or additional manpower needed to maintain, achieve, or make up time to meet the schedule.
 - b. The General Contractor shall notify the Architect and the Owner promptly of any deficiency in performance, which is unacceptably impacting the schedule or delaying progress.
 - c. The Subcontractor(s) shall immediately notify the General Contractor, in the event any trade area Contractor's progress is impeding their ability to maintain the schedule.
 - d. The General Contractor shall immediately provide notification of this report to the Architect and the Owner and shall include a plan of action to regain schedule.

B. Schedule

1. Contractors proposed schedule and timeline shall be delivered for review within seven (7) days or at the Pre-construction meeting.
 - a. Schedule will be subject to review and negotiated revision after Owner and Architect input are considered.
 - b. Schedule should be available for the Preconstruction meeting.
2. Submittals shall be delivered forty-five (45) days following award.
 - a. This schedule is adjustable shorter or longer depending on the size and content of the project

3. Upon receipt of review submittals, schedule material and equipment for delivery by early June.
4. Confirm that manpower is available and Contractor has adequate capacity to complete the work on a timely basis.
 - a. Materials and equipment may be stored on site in trailers or in suitable insured warehouses in or near Macomb.
 - b. Materials and equipment delivered on site or suitably stored with proof of insurance may be submitted for payment, subject to inspection.
 - c. The Owner requests that equipment and materials to do the work be on site or readily available for delivery prior to the start of operations.
5. Schedule
 - a. Project is planned for execution over the summer of 2018 with the schedule to be coordinated with the Owners schedule and in an orderly fashion.
 - b. Cooperation, always include in your schedule for manning the work and planning completion, not less than five days of flex time in the event the coordination, delivery issues or unusual weather impact on the work or unexpected Owner occupancy issues occur which might impact access. This is over and above the allowances you might include for your own operations such as weather, vacations, delays in delivery materials or equipment and illness. There is no intent or expectation of the Owner to abuse this allowance and every intent to cooperate to get the work complete, but an unexpected or uncontrollable time impact prior to August will not change owner occupancy schedules.
 - c. **Work to be substantially completed summer 2018, Friday July 27, 2018.**
 - 1) **Final completion, open to traffic by August 3, 2018**
 - d. It is intended all work to be complete and fully operational 7 days after receipt of punch list.
 - e. See requirements for Manning the work described hereafter.

C. Manning the work

1. Contractors shall work overtime, Saturdays and/or double shifts if work falls one (1) week behind prepared schedule or agreed to revision and shall continue to work Saturdays and double shifts, full crews or with additional crews until lost time is recovered.
2. Prepare a plan of action to recoup lost time for the A/E and Owner.

1.2. BONUS - PENALTY TERMS

- A. Bonus/penalty applies to this contract, calculated per calendar day based on substantial completion.
 - 1. All work substantially completes by July 27, 2018, **\$50 per day bonus if completed prior and \$50 per day if completed later.**
 - a. If final completion, and open to traffic is not achieved by Friday August 3, 2018 then penalty of \$50 per day begins again..
 - 2. Untimely discovery of additional work requiring a contract modification, subject to notice provided by the contractor and a negotiated adjusted time schedule may be exempted from penalty consideration, but this will not extend the schedule for originally contracted work or reasonably allowed for work covered by allowances, not impacted by the discovery and original dates for completion of those items and bonus penalty for them shall remain in force.
 - 3. Final completion of all work seven (7) days after receipt of punch list., typically second shift after August 15
 - 4. Allow in schedule for five (5) days notice to A/E and Owner that work is ready to inspect. Time accrued during notice period will not deduct from bonus penalty application, unless the inspection discovers a less than substantial completion. Please review definitions.
 - 5. Time is calendar days.

1.3. LIQUIDATED DAMAGES

- A. Liquidated damages: Actual documented cost, but (estimated to average up to \$50 per day but not limited) for overtime cleaning or extra hours needed by District to accommodate Contractor then limited to documented expenses to replace or accommodate the delayed completion.
- B. If facility cannot be occupied, then costs of transportation and replacement facilities can be included as liquidated damages.

End 00 30 00

PROJECT TITLE: MACOMB JUNIOR-SENIOR HIGH SCHOOL BUS LANE REPAIRS

DATE OF PROPOSAL: Thursday, April 12, 2018 TIME: 10:00 a.m. prevailing time

LOCATION OF BID: SUPERINTENDENT'S OFFICE
MACOMB CUSD NO. 185
323 W. WASHINGTON ST.
MACOMB, IL 61455

NAME OF FIRM _____

PROPOSAL FOR: All work single contract

A/E PROJECT NO. 2379 0218

THE BID ACKNOWLEDGES THE FOLLOWING ADDENDA:
Failure to acknowledge may cause bid rejection

NO. 1 _____, NO. 2 _____, NO. 3 _____

EACH BID SHALL INCLUDE:

- A. THE BID FORMS AND CERTIFICATIONS COMPLETED AND SIGNED, (*this form may be copied.*)
- B. BID SECURITY (*standard industry forms may be employed*)
- C. BONUS / PENALTY AND LIQUIDATED DAMAGES AS APPLY – SEE 00 2413 SCOPE OF BID AND 00 30 00 PROJECT SCHEDULE.
- D. BIDS SHALL INCLUDE \$3,500.00 ALLOWANCE – SEE 00 2413

BASE BID – Paving removal and replacement at Macomb Junior-Senior High School 2018 Bus Lane Repairs.

_____ Dollars \$ _____
written amount

There are no other alternates unless added by addendum, blanks provided for that occurrence.

_____ ADD/DEDUCT \$ _____

_____ ADD/DEDUCT \$ _____

VOLUNTARY ALTERNATES OR SUBSTITUIONS

Did you include voluntary alternates or product substitution offers on form provided.

YES _____

NO _____

SEE PRODUCT SUBSTITUTION OR VOLUNTARY ALTERNATES FORM, ATTACH IF ANY ARE OFFERED. Voluntary alternates or substitutions may or may not be considered in making the award and are not required.

THE BIDDER AGREES TO:

- 1. Hold this bid open for fifteen (15) calendar days after bid opening date.
- 2. Enter into and execute a contract with Macomb CUSD No. 185 if awarded this contract.
- 3. Comply with the contract and bidding documents with respect to bid security, all bonds, insurance, work requirements, schedule and Bonus / Penalty Clause
- 4. Comply with the Contract Documents with respect to Contract Time as specified in Scope of Bid Section 00 2413.

THE BIDDER MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS:

- A. A surety company has agreed to issue payment and performance bonds to fulfill the contracting requirements.
- B. The Bidder is not barred from contracting with any unit of state or local government as a result of violating the bid rigging or bid rotating provisions contained in 720 ILCS 5/33E.
- C. The Bidder is not barred from contracting with the State of Illinois as a result of a bribery conviction per 30 ILCS 505/10.2.
- D. All on site labor and wage compensation provided by this contractor or his subcontractors will comply with the Illinois Prevailing Wage Act (820 ILCS 130E).
- E. This proposal is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the Macomb CUSD No. 185 School Board, other officer or any person in the employment of Macomb CUSD No. 185 is directly or indirectly interested in the bid or any portion of the profit there from, except as allowed by the Illinois Law or the Illinois School Code.
- F. I agree to provide a drug-free workplace as required by the Illinois Drug-free Workplace Act.
- H. I do hereby certify that I am either the bidder or duly authorized agent of the referenced bidder, and I am authorized to execute the certifications hereon.
- G. I certify that by submission of this proposal the bidder confirms that he is familiar with the site, existing conditions, the Bid Documents, requirements and the project schedule.

CONTRACTOR:

SIGNATURE:

Firm Name: _____

Address: _____

TITLE: _____

For Corporations only, Attested By:

FEIN: _____

(Corporate Secretary)

Telephone: _____

Email:

FAX: _____

(Corporations)
(Corporate Seal)

Date: _____

END 00 40 00

00 40 00 PROCUREMENT FORMS

Section 00 40 10 - Voluntary Alternate and Substitution Form

The Bidder should include this form with the Bid Forms if a material substitution is offered at that time.

The Base Bid and Alternate Bids include only those products specified in the bidding documents. Following is a list of substitute products which bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Base Bid or Alternate Bids.

Bidder understands that acceptance of any proposed substitution is at Owner's option. Approval or rejection of any substitutions listed below will be subject to review after Contract award. Hold open for thirty-five (35) days from Bid Date.

SUBSTITUTIONS

MANUFACTURER'S NAME AND PRODUCT	ADD OR (DEDUCT)
_____	_____
_____	_____
_____	_____
_____	_____

VOLUNTARY ALTERNATE

DESCRIPTION	ADD OR (DEDUCT)
_____	_____
_____	_____
_____	_____
_____	_____

EVALUATION. Contract award will be made in accord with Instructions To Bidders. Only the lowest responsible bidder's Proposed Product Substitution Voluntary Alternates Form will be evaluated.

Attach with herewith or submit on day of bid a general description of the proposed option being offered.

Provide detailed information promptly upon request.

END 00 40 10

DIVISION 00 – PROCUREMENT REQUIREMENTS
Section 00 70 00 – General and Supplementary Conditions

1. GENERAL

1.1. GENERAL CONDITIONS

- A. The conditions outlined in this and following paragraphs are to supplement and complement the conditions found in the articles of the AIA Document A201, 2007 Edition.
 - 1. Included in these Specifications by reference is AIA Document A201 General Conditions.
- B. AIA Document A201, 2007 Edition, can be purchased directly on line from a variety of vendors including the AIA and are available in electronic format as well as printed.
 - 1. AIA A201 2007 version can be reviewed at the Architects office without charge.
- C. To the page one of the AIA A201 General Conditions Document:
 - 1. Macomb Junior-Senior High School 2018 Bus Lane Repairs
 - 2. The Owner: Macomb CUSD No. 185, 323 W. Washington St., Macomb, IL 61455
 - 3. The Architect: Middleton Associates Incorporated, 1702 W. College Ave., Suite E, Normal, IL 61761

1.2. SIGNING OF DOCUMENTS AND INSTRUMENTS OF THE CONTRACT

- A. All documents shall be signed by persons fully and duly authorized to so sign. Any documents signed by a person other than person prescribed by the Contractor's legal organization shall enclose with his signature the evidence of "Power of Attorney."

2. SUPPLEMENTARY GENERAL CONDITIONS

2.1. SUPPLEMENTS TO AIA DOCUMENT A201 (2007 EDITION) THE GENERAL CONDITIONS OF THE CONTRACT.

- A. The following sections represent modifications or additions to the AIA A201 -2007 Document.
- B. TO ARTICLE 2/OWNER
 - 1. Add Subparagraph 2.2.2.1 Easements off site required by the Contractor to execute the work, such as space for storage, access, scaffolding, lane enclosure, etc., shall be arranged for by the Contractor and included in the contract amount.

C. TO ARTICLE 3 CONTRACTOR

1. To Subparagraph 3.3.1, delete the last two (2) sentences listed under 3.3.1 in their entirety.
2. To Subparagraph 3.3.1 insert: If the Contractor determines that such means, methods, techniques, sequences or proceedings may not be safe, or may not be appropriate to the equipment and task as becomes apparent, then said Contractor shall have included in his proposal amount allowance to complete this work per a revised plan for which he can assume responsibility and shall notify the Owner and Architect before proceeding. In no case do the Owner and Architect take responsibility for directing Contractor Operations.
3. To Subparagraph 3.12
 - a. Add 3.12.6.1 Submittals unmarked will not be reviewed at the Architect's option. Said unmarked submittals may be returned to the Contractor for re-submittal and the time loss shall not extend the time of completion of the project.
 - b. Add 3.12.6.2 Submittals reviewed by the A/E and returned or held as a record copy presume the Contractor responsibilities in paragraph 3.12.6 have been included whether noted or not.

D. TO ARTICLE 5 SUBCONTRACTORS

1. To Subparagraph 5.2
 - a. Add 5.2.5 The assignment of work or a portion of the work by the Contractor to Subcontractor(s) is the election of the Contractor and in no way changes or reduces the Contractor's obligations under the Contract to properly complete the work and/or provide clear title to the work, including the work by said Subcontractor(s).

E. TO ARTICLE 7 CHANGES IN THE WORK

1. To Subparagraph 7.1.2
 - a. Add 7.1.2.1 The Contractor and/or his Subcontractor shall not proceed with any work, directive or change for which he intends to claim extra cost without providing written notice to the Architect.
 - b. Add 7.1.2.2 The Architect and Owner shall provide response to claims for additional cost within a reasonable time period upon receipt of notice or quote.
 - c. Add 7.1.2.3 Work for which an agreement cannot be reached prior to implementation can proceed as time and material work with all parties to agree on what is additional work over that which should have been included to complete the work as originally intended.

2. To Subparagraph 7.2.2
 - a. Add 7.2.2.1 Change Order quotes shall be based on an approved quote or estimate which shall be based on labor and material cost, actual or estimated as prior agreed upon, and:
 - b. Add 7.2.2.2 Overhead and profit may be charged proportional to this category of work on the Contractor's CSV or not to exceed the greater of:
 - 1) Eighteen percent (18%) for the Contractor's own work forces
 - 2) Ten percent (10%) Subcontractor plus ten percent (10%) Contractor, for twenty percent (20%) total for work completed under a Subcontractor arrangement.
 - 3) These allowances shall include all off site and indirect costs, including insurance, project management, bonds and profit.

F. TO ARTICLE 9 PAYMENT AND COMPLETION

1. To Subparagraph 9.6.1
 - a. Add 9.6.1.1 Wherein the Owner is governed by a public Board, payment requests must be received by the A/E 5 days prior to the established time for entering into agenda prior to the next regular Board Meeting. Payments will be made within twenty-five (25) days following Board approval. Failure to make agenda dates will result in a minimum one (1) month delay in payment.

G. TO ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

1. To Subparagraph 10.2.1
 - a. Add 10.2.1.4 The Contractor shall be responsible to provide and maintain on site MSDS Sheets for all required materials to be brought on site.
 - 1) These sheets shall be readily available upon request to the owner on remodeling renovation projects which are Owner occupied.
 - 2) Comply with VOC regulations.
 - 3) Comply with IEPA regulations.
2. To Subparagraph 10.2.3
 - a. Add 10.2.3.1 Provide for the general safety of public and Owners employees, such safety provision shall be adjusted

as appropriate to the age and volume of public anticipated in the project vicinity.

- b. Add 10.2.3.1 Provide for traffic safety as appropriate to the operations; cooperate with the governing authorities on road activities, lane closures, excavations, surface cleaning etc.

H. TO ARTICLE 11 INSURANCE & BONDS

1. To Subparagraph 11.1.2

- a. Add 11.1.2.1 Minimum Limits of Liability for preceding coverage are:

- 1) Workers Compensation - Statutory Limit
- 2) Applicable Federal (*such as Longshoreman's*) Statutory limits.
- 3) Liability Insurance may be written as Comprehensive General Liability policy form or Commercial General Liability policy form with the following coverages:

- a) Bodily Injury - \$1,000,000 each occurrence, \$2,000,000 aggregate
- b) Property Damage - \$1,000,000 each occurrence, \$5,000,000 aggregate.
- c) Property Damage – Broad Form - \$1,000,000 each occurrence, \$2,000,000 aggregate.
- d) Personal injury (*with employment clause deleted*) \$1,000,000 aggregate.
- e) Products and completed operations \$1,000,000 to be maintained one year following final completion.
- f) Business Automobile Liability, (*including owned and non-owned and hired vehicles*)
- g) Bodily Injury and Property damage \$1,000,000 each person, \$1,000,000 each occurrence.

- 4) Umbrella Insurance \$10,000,000 over primary insurance limits.
- 5) \$10,000 Retention for self insured hazards each occurrence
- 6) In the event that a claim is filed or a settlement reached whether related to this project or not which compromises the aggregate limits of liability then the Owner and Architect shall be notified and arrangements shall be made to provide additional insurance as needed to keep aggregate limits in force for the remainder of the Contract.

2. To Subparagraph 11.1.4
 - a. Add 11.1.4.1 The Owner, Architect, and Consulting Engineers including their employees and representatives shall be included as Additional Insureds or Named Insureds on the insurance and shall be shown as such on the Certificate.
3. To Article 11
 - a. Add 11.1.5 Contractor's insurance shall be maintained in force through basic warranty and guarantee periods, not less than one (1) year following Final Completion.
4. To 11.3. Property Insurance
 - a. Add 11.3.1.1 The Owner's property and vandalism insurance has \$1,000 deductible. The Contractor shall insure and thus pay the costs not covered by the Owner's deductibles.
 - b. Add 11.3.1.2 The Owner's Builder's Risk will cover only normally included Owner risks, on site, Owner's interest only, excluding tools and property of the Contractor and improperly stored or unsecured materials.
5. To Paragraph 11.4.1 add the following Subparagraphs:
 - a. Add 11.4.1.1 The Contractor shall furnish Performance and Labor and Material Payment Bonds covering the faithful performance by the Contractor of the work specified in accordance with the plans and specifications and according to the time and terms and Conditions of the Contract, and also that the Contractor shall properly pay all debts incurred in the prosecution of the work, including those for labor and materials furnished and including labor obligations as interpreted by the Illinois Department of Labor and/or the courts.
 - b. Add 11.4.1.2 The cost of each bond shall be included in the Contract Sum plus any changes to the Contract Sum. The Contractor shall include in all bonds provisions as will guarantee faithful performance of the prevailing wage provisions of the Contract if applicable.
 - c. Add 11.4.1.3 Bonds shall be written by surety, approved by Owner, with a minimum rating of B or better, Financial Class V, or higher, in A.M. Best's Insurance Guide, current edition. The company must also be licensed in the State of Illinois.
 - d. Add 11.4.1.4 The Contractor shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of power-of-attorney.

- e. Add 11.4.1.5 The Contractor shall deliver the required bonds to the Owner not later than fifteen (15) days following the date the agreement is executed.

I. TO ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

1. To Subparagraph 12.2.2.1 After Substantial Completion:

- a. Add 12.2.2.1.1 Latent Defects, for a period of 10 years after Substantial Completion, upon demand by the Owner, the Contractor shall promptly repair or replace, including associated work repairs and cleanup necessary, defective or non-conforming work resulting from or constituting latent defects, fraud, fraudulent concealment or gross negligence.
- b. Add 12.2.2.1.2 Seasonal equipment such as temperature controls and building systems subject to seasonal loads such as heating equipment and air conditioning, shall be warranted to perform as intended for two years. Exception would be equipment damaged by incorrect operation or maintenance procedures, specifically covered in training, but improperly implemented by the Owner.
- a. Add 12.2.2.1.3 Prompt Repair. Upon notice from the Owner or Architect of defects or nonconforming work, the Contractor shall promptly visit the site in the company of the Owner's representative to determine the extent of all defects or nonconforming work. The Contractor shall provide all labor, material and equipment to promptly repair or replace the defective or nonconforming work. The repair shall include all adjacent work not necessarily provided by the Contractor, but damaged as a result of correcting or remedying such defects or non-conforming work. If the Contractor does not promptly pursue correction, the Owner may repair or replace such work and charge the cost to the Contractor. Work which is repaired or replaced by the Contractor shall be inspected and shall be warranted by the Contractor in accordance with this Article.
- b. Add 12.2.2.1.4 The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance.

2. To Subparagraph 12.2.2.3, Delete the word 'not'. Clarification; all materials and equipment are expected to perform satisfactorily for one year, items or equipment needing periodic attention during the first year of use, shall continue to be serviced by the Contractor until such time that the material, item or equipment is deemed to be doing its intended purpose without repeated service.

3. To Subparagraph 12.2.5

- a. Add 12.2.5.1 Extended Warranties and Commercial Warranties. The Contractor shall deliver all commercial and

extended warranties received from manufacturers to the A/E prior to Final Payment. Extended warranties and guarantees will be as described under the various trade work sections of these documents, and may be the responsibility of third parties to the contract such as dealers or manufacturer's from whom such extended coverage is specified or as advertised such as a commercial limited warranty of performance or service. Such extended warranties may or may not include labor unless specified, or in the case of commercially advertised warranties as offered by the party selling the product or equipment.

- b. 12.2.5.2 Prompt Repair. Upon notice from the Owner or Architect of such defects or nonconforming work, the Contractor shall promptly visit the site in the company of the Owner's representative to determine the extent of all defects or nonconforming work. The Contractor shall provide all labor, material and equipment to promptly repair or replace the defective or nonconforming work. The repair shall include all adjacent work not necessarily provided by the Contractor, but damaged as a result of such defects or nonconforming work or as a result of remedying them. If the Contractor does not promptly repair or replace defective or non-conforming work, the Owner may repair or replace such work and charge the cost thereof to the Contractor. Work which is repaired or replaced by the Contractor shall be inspected and shall be warranted by the Contractor in accordance with this Article. The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance.

B. TO ARTICLE 13 MISCELLANEOUS PROVISIONS

1. To Subparagraph 13.1

- a. Add 13.1.1 Location of the project is Illinois.
- b. Add 13.1.2 The Contractor shall, to the best of his knowledge and capability, perform all work encompassed by the documents, in compliance with the Environmental Barriers Act (Ill. Rev. Stat. 1985, ch. 111-1/2, pars. 3711 et seq. as amended), the Illinois Accessibility Code, 71 Illinois Administrative Code 400; The Uniform Federal Accessibilities Standards (UFAS); Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (effective January 26, 1992) known as ADA requirements. This obligation shall apply to the contractual work described as the project and the conduct of work processes initiated to accomplish the work.
- c. Add 13.1.3 All parties to this Contract are subject to the rules and regulations of the Illinois Department of Human Rights and the statutory requirements thereof, including the requirement that every party to a public contract shall have

- d. adopted written sexual harassment policies (PA 87-1257).
Add 13.1.4 It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, marital status, physical or mental disabilities.
 - e. Add 13.1.5 Illinois Department of Labor requirements. It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any Subcontractors thereof to be in compliance with applicable wage and reporting regulations. This project is a Prevailing Wage Public Works contract.
2. To Subparagraph 13.3.
- a. Add 13.3.1 Notice served by facsimile (fax) to facsimile number used during bidding and construction shall be official written notice.
 - b. Add 13.3.2 Notice served by electronic means (email) to the electronic address used during bidding and construction shall be official written notice.
 - c. Add 13.3.3 The Bidder shall notify the Architect and/or the Owner at anytime of changes in the facsimile or electronic contact addresses that will reach the contractor. Failure to so notify is the Contractors responsibility.

C. TO ARTICLE 15 CLAIMS AND DISPUTES

1. To Subparagraph 15.3.1 Delete the word 'SHALL' and Insert the word 'MAY'.
- a. Add 15.3.1.1 Mediation may be employed to resolve disputes if agreed to by both parties to the Contract.
2. To Subparagraph 15.4.1 Delete the word Shall and insert the word 'MAY'.
- a. Add 15.4.1.1 Arbitration may be employed to resolve disputes if agreed to by both parties to the Contract.

End 00 70 00

1. GENERAL

1.1. REQUIREMENTS INCLUDE

A. Work covered by Contract Documents

1. The Contract includes all phases of the construction work pursuant to the partial re-roof of Lincoln Elementary School, as set forth in these Specifications and the accompanying Drawings.
2. All work, single Contract.
 - a. General/Paving Construction Work
 - b. Traffic control

1.2. PRODUCTS FURNISHED BY OTHERS: All products, components, spaces, and equipment furnished by the Owner are currently in place and are to be relocated, disconnected and reconnected as set forth in these Documents (Specifications and Drawings) and/or required to accomplish these Documents. All added components shall be new and furnished by the Contractor.

A. Contractor's Incidental Duties

1. Designate specific delivery date for each product in approved construction schedule.
2. Promptly inspect delivered products, report damaged or defective items.
3. Handle at site, including unloading, uncrating, and storage.
4. Protect from exposure to elements, from damage.
5. Repair or replace items damaged as result of Contractor's operations.
6. Install, connect and finish products in assembly function ready including incidental related work.

1.3. WORK SEQUENCE

- A. The Owner will occupy the adjacent school facilities at varied occupation levels (full occupation during school year minimal occupation summer) during construction.
- B. Coordinate the work schedule with the Owner and building administrator.

1.4. SCHEDULE

- A. Work may commence May 28, 2018 pending final emergency day count.
- B. Project Schedule
 1. Substantially Complete: **July 27, 2018**

2. Final Completion and open to traffic: **seven (7) days August 3, 2018**

C. Work not completed prior to student occupancy to be completed:

1. Second shift
2. Weekends
3. Arrange schedule with Owner that will not disturb the learning environment.

1.5. CONTRACTOR USE OF PREMISES

A. Confine operations at site to areas permitted by:

1. Law
2. Contract
3. The Owner's Representative, per 1.3.B. above.

B. Do not unreasonably encumber site with materials or equipment. Do not block the Owner's pedestrian traffic patterns except as prior arranged with the Owner's approval.

C. Do not load structure, or components thereof, with weight that will endanger or damage structure.

D. Assume full responsibility for protection and safekeeping of products stored on premises.

E. Move and relocate as necessary all stored products or equipment that interferes with operations of the Owner.

F. Obtain and pay for use of additional off site storage or work area needed for operations.

G. Limited use of site for work and storage

1. Use public access ONLY, now in service. Parking ONLY as prearranged with the Owner.
2. All vehicular on site activity shall have been prearranged and approved by the Owner.

H. Cooperate with the Owner's use of the premises and other Contractors providing work on site under separate Contracts with the Owner.

1.6. CONTINUOUS OCCUPANCY BY OWNER

A. Owner will occupy areas for purposes of conducting educational athletic and physical education and general maintenance during construction.

B. Contractors shall provide

1. Access by Owner's personnel and pupils when applicable.
 2. Operation of Mechanical and Electrical systems with a minimum of down time.
 3. Operation of exhaust systems with a minimum of down time.
 4. Adequate security of the premises in which work is in progress.
- C. Upon (after) the work being completed and accepted by Owner, the Owner shall provide:
1. Custodial services
 2. Security
 3. General custodial maintenance

1.7. ASBESTOS

- A. The contractor shall perform his own examination of the buildings of concern on the project prior to bidding and be responsible for the determination of the existence or nonexistence of suspect asbestos in a state that is likely to be interrupted or become hazardous to the health of the Contractor, his employees, his subcontractors and their employees.
- B. The Contractor may deem it advisable to contact the Office of Superintendent of Schools and request access to the Asbestos Management Survey applicable to the building pursuant to Section 855.30 (including updated amendments thereto) of AN ACT KNOWN AS THE ASBESTOS ABATEMENT ACT: P.A. 83-1325, approved and eff. Sept. 5, 1984, amended by P.A. 84-0951, approved and eff. Sept. 20, 1985, and amended by P.A. 84-1096, approved eff. Dec. 9, 1985, amended by P.A. 84-1245, approved and eff. July 29, 1986, amended by P.A. 84-1346, and approved and eff. Sept. 10, 1986, inclusive of such amendments and regulations applicable since 1986.
1. Upon determination prior to bidding, or after bidding discovery by the Contractor that an asbestos hazardous condition does exist in the path of execution of the work of his Contract, he shall so notify the Owner IN WRITING.
 2. Pursuant to Item 1.6.B.1 above, the Owner (Macomb CUSD No. 185, Macomb, IL) may implement the following action:
 - a. Eliminating that portion of the work by revision and change order to these documents.
 - b. Institute removal or acceptance encapsulation.
 3. Wherein concealed asbestos is discovered, the Contractor shall notify the Owner of the existence of said apparent asbestos which may require analysis for hazardous determination. This notification shall be IN WRITING at no cost to the Owner. Should analysis indicate that hazardous substance does prevail the procedure shall be set forth under Item 1.6.B.2. above.
 - a. NOTE: DELAY IN THE CONTRACTOR'S WORK DUE TO

SUCH CONCEALED DISCOVERY AND/OR OWNER RESPONSE THERETO SHALL NOT BE GROUNDS FOR CLAIM FOR EXTRA EXPENSE BY THE CONTRACTOR CHARGEABLE TO THE OWNER AS AN EXTRA TO THE CONTRACT AMOUNT.

1.8. COORDINATION AND COOPERATION

- A. It is the intent and purpose of the Owner to cooperate with the Contractor to the extent feasible under existing applicable laws and regulations and the Owner and the Contractor alike shall not construe this portion of the documents, that is, Section Paragraph 1.6.A, and B to the disadvantage of the other.
- B. Should the bidding Contractor not understand the foregoing, he shall notify the Architect/Engineer for clarification prior to bidding in accordance with Section 00040, Paragraph 1.3, 1.4, and 1.15.
- C. This Contractor shall cooperate with other Contractors and their Subcontractors working on site duly employed by the Owner to perform service related and unrelated to work outlined by these Documents.
- D. The Owner has the right to employ other contractors or his own forces to be working on site in concurrence with this Contractor's work. Coordinate and cooperate to the extent reasonable under the contract so all parties can collectively accomplish the work scheduled.

1.9. FITTING AND FINISHING THE WORK

- A. Contractor shall verify all field conditions, dimensions, elevations that relate to the work and properly accommodate these in the work as appropriate to the intended result within the Contract amount.
 - 1. In place construction, obstacles and site conditions and elements which can be seen and reasonably inferred.
 - 2. New construction, obstacles and conditions that can be seen or are to occur in the completion of the work.
 - 3. Allow to fit structural elements and all equipment as occur or will occur during the implementation of the Contract.
 - 4. Make adjustments as needed to fit and properly complete the work. This includes coordination of work by all trades.
- B. Contractor and his Subcontractors shall coordinate, accommodate, adjust and fit as appropriate all work to achieve the intended finished intent to normal commercial industry standards.
 - 1. Provide finishing elements, trim, sealants, scribes, receivers and accessories necessary and normal to the installations proposed and as recommended by manufacturers for proper use of products.
 - 2. All construction (all trades) to be weather and infiltration tight. Include appropriate weather seals, infiltration barriers, sealants,

- non-corrosive flashings and sealants to properly complete the intent of the project.
3. Provide all necessary work to complete all installations, equipment and parts of the work to be complete and properly operable, under control for motorized equipment, in a finished appearance and condition, unless specifically noted otherwise.
 - a. Conceal piping and conduit to the extent possible
 - b. Run piping and conduit and supports parallel and/or perpendicular to main structural elements when possible.
 - c. Avoid creating trip hazards or low headroom hazards when possible
 - d. Always allow for service access.
 4. Always comply with the Illinois Energy Code
 - a. Infiltration tight
 - b. Watertight
 - c. Insulation and continuous insulation, types and assembly U or R values as well as component ratings.
 - d. Air barriers continuous to the extent possible at assembly junctures, windows to walls, walls to roof assembly, walls floor to floor.

END 01 10 00

DIVISION 1 – GENERAL REQUIREMENTS
Section 01 25 00– Substitutions & Product Options

1. GENERAL

1.1. SPECIFIED PRODUCTS

- A. All bids shall be based on providing products exactly as specified or equal as prior approved.
- B. Products specified only by reference or performance standards, shall be met or exceeded by the standards of any manufacturer's material and subject to the Architect/Engineer's approval.
- C. Products specified by naming several products or manufacturers shall be selected from any product and manufacturer named.

1.2. SUBSTITUTIONS, BIDDER/CONTRACTOR OPTIONS

- A. PRIOR TO BID OPENING - The Architect/Engineer will consider requests to amend the bidding documents to add products not specified, provided such requests are received in adequate time prior to bid opening date.
 - 1. Requests received after ten (10) days before bid due date will not be considered.
 - 2. If a request is approved, the Architect/Engineer will endeavor to issue an appropriate addendum not less than seven (7) calendar days prior to bid opening date.
 - 3. Ten (10) days is based on the start bid date, and will not be extended by bid extension unless same is extended more than ten (10) days.
- B. WITH BID - Substitutions will not be considered with the bids.
- C. AFTER AWARD OF CONTRACT - No substitutions will be considered after Notice of Award, except under one or more of the following conditions:
 - 1. Substitution is required for compliance with final interpretations of code requirements or insurance regulations.
 - 2. Unavailability of specified products, through no fault of the Contractor.
 - 3. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
 - 4. Manufacturer/fabricator refusal to certify or guarantee performance of specified product as required. This does not alter the requirement.
 - 5. When a substitution would be substantially to the Owner's best interest.

1.3. SUBSTITUTION REQUIREMENTS

- A. Submit four (4) copies of each request for substitution. Include in each request for substitution:
1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 2. For products:
 - a. Product identification, including Manufacturer's name and address.
 - b. Manufacturer's literature.
 - 1) Product description.
 - 2) Performance and test data.
 - 3) Reference standards.
 - c. Samples, if applicable.
 - d. Name and address of similar projects on which product was used and date of installation.
 3. For construction methods substitution:
 - a. Detailed description of proposed methods.
 4. Itemized comparison of proposed substitution with product or method specified, including accurate and true cost data on proposed substitution in comparison with product or methods specified.
 5. Data relating to changes in construction schedule.
 6. Identify:
 - a. List other contracts affected, if applicable.
 - b. List changes or coordination required.
- B. In making requests for substitution, bidder/contractor represents:
1. He has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
 2. He will provide the same guarantee for substitutions as for product or method specified.
 3. He will coordinate installation of accepted substitutions into work, making all such changes as may be required for work to be complete in all respects.
 4. He will provide complete cost data including all related costs under his contract (and other Prime Contract's, as applicable) whose work may also be affected by the substitution in product or method.
 5. He will assume full responsibility for all additional costs and expenses to the Owner, Architect/Engineer (and other contractors employed on the same project, as applicable).

6. The Contractor agrees that it is the Contractor's sole responsibility to stand any costs that may be attributable to an allowed substitution that may surface as construction proceeds toward finalization.

C. Substitution will not be considered if:

1. It is indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with Paragraph 1.4 above.
2. Acceptance will require substantial revision of Contract Documents.

END 01 25 00

DIVISION 01 – ADMINISTRATIVE REQUIREMENTS

Section 01 30 00 – Project Management

1. GENERAL

1.1. MANAGEMENT OF THE CONTRACT

A. The contractor shall provide necessary project support to manage necessary support documentation in an accurate and timely fashion.

1. Following award, ten (10) calendar days, submit two (2) copies:

- a. Signed contracts
- b. Insurance
- c. Bonds, Labor and Material payment and Performance or approved Owner protective bond.
- d. Subcontractor/supplier List – provide promptly prior to signing the of contract
- e. Contractor Schedule of Values, labor and materials and by trade and task breakdown.

2. Preconstruction meeting:

- a. Provide proposed schedules
- b. Project access for remodel/renovation projects
- c. Project security plans, fences, storage facilities, public access control.
- d. Proposed schedule
- e. Contact information
- f. Identify Project management team, Superintendent of the work,

3. Prior to start of the work on site:

- a. NOI permit from IEPA as applicable on projects excavating over 1 acre or more.
- b. Background check information as applicable to this project.
- c. Permits
- d. Have in place the safety plan and assigned safety person on the site. Safety is the responsibility of the contractor, and is not monitored or directed by the Owner or the A/E except in apparent emergency situations where the Owner or the A/E might assist in determination of safety accommodations as identified by the contractor.
- e. Have in place the fences and barricades to control public or non-contractor access to the site.

1.2. SUPERINTENDENT OF WORK

A. The Contract shall designate a person who shall be General Superintendent of on site construction work encompassed by the Contract Documents.

1. Said designated superintendent shall have prior served as project superintendent of construction of similar nature and size. Qualifications shall be subject to the Owner's and Architect's review.
2. Superintendent shall remain superintendent for the duration of the project unless said person shall become disabled, no longer employed by the Contractor. The Contractor shall provide notice to the Architect and the Architect and Owner shall approve the personnel change.
3. Owner can request superintendent replacement for cause at any time.

1.3. AWARD AND LETTER OF INTENT

- A. The Owner will make an award based on the selection of the lowest cost responsible bidder that has demonstrated past experience and evidence of adequate resources to accomplish the work. After the award, and the issuance of a Letter of Intent, the contract timeline is as follows:
 1. Return signed agreement seven (7) days
 2. Sub Contractor, Supplier, or any entity to be assigned a part of the work, provide list, addresses and contact information. Seven (7) days. Provide references upon request. Seven (7) days:
 3. Labor and Materials, Payment, and Performance bonds, 15 days
 4. Insurance, 15 days
 5. Master Cost Breakdown (CSV), 15 days
 6. Proposed Schedule and time line, 15 days
- B. Failure or refusal to provide the preceding Contract information in a timely manner may be cause for cancellation of the award or termination of the agreement if signed and the Owner will be entitled to compensation under the terms of the bid security for failure to execute contract terms in good faith.

1.4. MATERIALS SPECIFIED AND QUALITY OF WORK

- A. Materials shall be as specified or approved equal.
- B. "Approved equal" and "or equal" shall mean that the Contractor shall be required to receive the Owner's approval (via the Architect) on any substitute materials seven (7) days prior to the bid due date.
- C. Requests for substitution approval shall be submitted to the Architect/Engineer.
 1. Prior to considering substitutions, the Owner and/or the Architect/Engineer may require submission of samples, descriptive, technical and catalog data and lab reports of tests for verification of equivalency.

2. Said submittals shall be presented to Architect/ Engineer.

1.5. PROGRESS PAYMENTS

- A. All payments by the Board of Education require Board approval.
 1. Payment requests must be submitted prior to the first Monday of the month for consideration and entry into the agenda.
 2. Untimely submission of payment request will result in a one (1) month delay for consideration.
 3. The Contractor will be notified of the regular Board meeting schedule upon request.
 4. Payment will be made within twenty (20) days following board approval, or a notice of board concerns will be provided.

- B. In accordance with the terms of the Contract periodic partial progress payments may be made monthly to the Contractor for: 90% of the value of the labor, materials, and/or equipment incorporated in the construction.
 1. Payment will be for completed progress materials only.
 2. Materials properly stored and protected on site may be billed
 3. Payment for Materials off site may be considered if properly warehoused, dedicated to this project and insured, submit all information and same will be reviewed and may be approved or denied for payment.
 4. Progress pay requests shall indicate amounts completed of all items listed from the master breakdown.
 5. 10% of each request will be retained by Owner until work has been satisfactorily completed.
 6. Submit lien waivers for preceding payments made.
 7. Submit lien waivers from subcontractors and suppliers.
 8. Submit notarized Contractor's affidavits with each pay request showing that total owed on Contract by Owner (after subject request has been paid to Contractor) is more than the amount to become due the Contractor for material, subcontractors and labor.

- C. All the applications for payment shall be made in three (3) copies with all copies bearing live seals and signatures, notarized and complete and accurately filled in.
 1. Applications for payment shall be submitted to Architect/Engineer on AIA G-702A Forms or other standard formats containing similar information.

- D. Public Projects only: Attach one (1) copy of Contractor's Certified Prevailing Payroll with Pay Request in accord with Dept. of Labor requirements. Include Payroll for the major Subcontractors and upon request any minor or intermittent on-site Subcontractor.
 1. Submit beginning with the first application for payment for all workers employed on site

2. Submit for each successive month with each pay request.
- 1.6. FINAL PAYMENT: The final application for payment shall not be made until all work and deficiency (punch list) items have been satisfactorily completed and approved by the Architect/Engineer for documents compliance.
 - 1.7. EMPLOYEE-STUDENT RELATIONSHIPS
 - A. Except in an emergency situation involving safety, there is to be no intermingling of the Contractors' employees and the school faculty, staff and students violating this requirement shall be removed from employment at this site. Contractor employees experiencing problems with students or faculty shall report same to their project superintendent, who shall promptly report the problem to an authorized representative of the Owner and the Architect/Engineer.
 1. Avoid profanity and inappropriate subject matter in conversation as students and staff may be within audible range and walls or ceiling spaces may allow sound transmission.
 2. Verbal or physical action interpreted as sexual or sexually suggestive in nature or as sexual harassment will be grounds for removal of the employee from the site. Further legal action remains the option of the persons affected.
 3. In all aspects of this provision, the Contractor's employees as adults have the greater responsibility and should not respond to inappropriate student behavior.
 - B. Authorized agents of the Owner include the District Superintendent, District Building and Grounds Supervisor, the District Financial Services Director and the Architect/Engineer. The School Principal is authorized to discuss concerns regarding operations on site, but is not authorized to order changes in the work.

End 01 30 00

1. GENERAL

1.1. DESCRIPTION

- A. Prior to commencing the work, the Contractor shall provide submittals on all materials and equipment proposed for the work.

1.2. Shop Drawings, Submittals, and Submittal Brochures

- A. Submit four (4) copies minimum unless notes otherwise in a particular section.
1. Architect will retain two (2)
 2. DO NOT use electronic submittals unless prior requested and terms are acceptable to the A/E
 3. If Electronic submittals are acceptable DO NOT submit full catalogs with one page applicable, submit the related pages only with specification and technical data applicable to this work.
- B. Architect and/or Owner will retain two (2) copies.
- C. Contractor will receive remaining copies for his use.
- D. Shop drawings and material schedules shall be accompanied by catalog cuts or literature providing all data, description, function, and capacity of item or component submitted.
- E. Catalogs and fliers with multiple component descriptions shall be clearly and precisely marked as to submittal item. The Architect/Engineer's office will provide no sorting to assure the submittals match with documents requirements.

1.3. Samples

- A. When samples are requested submit two (2), minimum.
- B. All samples will be retained unless otherwise noted in the documents or requested by the vendor. Samples for return may be held until the material is installed on site.

1.4. Project record information

- A. The Contractor shall, within seven (7) days of Notice of Award, submit to the Architect the following:
1. Name of person under Contractor employment at the job site in charge of the work and safety.
 2. Provide a contact list including emergency contact information for all relative parties to the work, including the superintendent, the

project manager, subcontractors, and major vendors.

1.5. Project Record Documents

1. Operating and Maintenance Manuals.
 - a. Submit three (3) bound, indexed copies minimum.
 - b. These manuals shall include all Shop Drawings and all Submittals, all Equipment Brochures, Operating Manuals, Operating Instructions, names, addresses, and telephone numbers for guarantee work, all bound into a good quality binder or loose-leaf notebook, clearly labeled.
 - c. THE SHOP DRAWINGS RETAINED BY THE OWNER AND ARCHITECT ARE NOT AVAILABLE FOR PREPARING THESE MANUALS. If additional copies are required for this, the Contractor shall make allowance and copy additional sets.
 - d. Include warranty information and warranty contact information.
2. Record drawings: Maintain as work proceeds record drawings marked to show any variances in installations, particularly underground and concealed services.

1.6. AS-BUILT DRAWINGS

- A. The Contractor shall provide the Architect/Engineer's Office with one marked set of drawings showing changes from the original drawings. Marked As-Built Drawings shall be submitted upon progress having Substantial Completion progress.
 1. Preferably markings should be in red, clearly legible and easily understood.
 2. Clearly and boldly label the set As Built or Record Drawings.

1.7. IDENTIFICATION OF SUBMITTALS

- A. The Contractor shall clearly mark each submittal of the Shop Drawings, Catalog Cuts, Pamphlet, or Specification Sheet for identification and record, for example:
 - a. DATE: As submitted
 - b. BUILDING: Project Name
 - c. LOCATION: City
 - d. TYPE OF EQUIPMENT: (Example – AHU 1)
 - e. SUBMITTED BY: Contractor's Name and contact information for questions.
2. Data shall also indicate model number selected for furnishing and indicate capacities or conditions or operation.

- a. Catalog data of general advertising nature, without specific outline or rating for equipment, will be rejected.
- b. Marked product manufacturer's catalogs and engineering data shall accompany the submittal.

1.8. REVIEW OF SUBMITTALS

1. Submittals will be reviewed by the Architect and/or the Owner and will be checked for Contract compliance and the basic fabrication methods.
2. The Contractor must verify all the dimensions, field conditions, field clearances, and rough-in requirements with adaptations as necessary.
3. Submittals are to be reviewed and corrected first by the Contractor. If submittals contain obvious oversights or conditions that make it apparent they have not been checked, they will be returned for re-submittal.
4. Architect/Engineer review of a submittal shall not relieve the Contractor of contract compliance unless any variance is specifically brought to the attention of the Architect and/or Owner IN A LETTER FORM attached to the submittal data and subsequently approved by the Architect/Engineer IN WRITING.
5. An omission on the shop drawings or a review oversight by the Architect/Engineer shall not be construed as the calling of specific attention thereto.
6. It is not the responsibility of the Architect Engineer to request submittals, failure to submit presumes contract compliance is understood.
7. It is not the responsibility of the Architect Engineer to provide rapid review turnaround on a delayed submittal to maintain schedule. The Contractor shall make submittals in a timely manner generally allowing at least ten (10) days for review.

END 01 33 00

1. GENERAL

1.1. GENERAL TERMS USED IN THE CONTRACT

- A. OWNER: Macomb CUSD No. 185
323 W. Washington St.
Macomb, IL 61455
Telephone: 309/833-4161 FAX 309/836-2133
- B. CONTRACTOR: A person, firm or corporation with whom a Contract or Agreement is made by the Owner.
- C. GENERAL CONTRACTOR: The General Contractor furnishes all of the work in the documents. Pursuant to these Documents the Designating Contractor, General Contractor and Prime Contractor shall be one and the same.
- D. ARCHITECT OR A/E: Middleton Associates, Incorporated, 1702 W. College Ave., Suite E, Normal, IL 61761 - Telephone 309/452-1271, Fax 309/454-8049, e-mail: russ@middletonassociates.net
- E. DOCUMENTS: The Drawings, Specifications and Contract as apply to all areas of the work.
- F. DRAINAGE: Water does not pond.
- G. WORK: All obligations undertaken by the Contractor, pursuant to the Contract Documents.
1. Work includes, but is not limited to, the furnishing of all of the materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, unloading, superintendence, insurance, bonds, taxes and all other services, facilities, required demolition (major and minor as applicable) and expenses necessary for the full performance and completion of requirements of the Contract Documents.
 2. Work also means that which is produced, built, or constructed, pursuant to the Contract Documents.
 3. Work includes all labor and materials to properly install and make functional.
- H. PROVIDE: Furnish and install (including materials, accessories and labor) ready for the Owner's use. Comply with manufacturer's installation requirements as minimum standard, Drawings and Specifications where installation requirements exceed manufacturer's recommendations.
- I. EQUAL, APPROVED EQUAL: Alternative products meeting or exceeding the base specification product or process and approved by the Architect/Engineer IN WRITING as suitable for this application. If not

accepted prior to bidding, acceptance is discretionary.

- J. **SUBSTANTIALLY COMPLETE:** When work progress has arrived at the point where the Owner may have full use of the installation for the purpose for which the same was installed, all components installed, equipment operating under control and minimum code compliance achieved, then, the work may be declared substantially complete if so requested by the Contractor and specifically approved by the Owner.
 - K. **PUNCH LIST:** Those items, components, installation inclusive of labor and materials (in place) which, in the opinion of the Architect/Engineer or the Owner do not conform to the intent of the Contract Documents and/or adequately satisfy the purpose and intent of the Owner.
 - L. **DESIGNATED WORK:** Wherein the documents designate that one contractor shall provide specified material and labor for another trade area contractor, the cost of the work and material shall be included in the bid of the contractor that is designated to provide the material and labor.
 - M. **AND/OR:** Wherein employed in the documents shall be either and both, singularly and together, as applicable to the intent of the Project Documents.
 - N. **CONCEALED:** Concealed building components, services, and obstacles subject to Change Orders, shall be limited to those components, services, obstacles, etc., not designated or known to exist, not typical to the type of construction observed and not available for inspection without destructive action. Opening of access panels, looking above accessible ceiling systems or inside chase walls is not considered concealed items.
- 1.2. In general, definitions of words employed in the Contract Documents shall be as defined in "Webster's New World Dictionary" the latest edition. The Architect shall be the interpreter in the case of multiple meanings. Exceptions to this shall include longstanding meanings in the construction industry but have not been so defined in Webster's Dictionary. Determination shall be in accordance with these Specifications.

END 01 42 16

DIVISION 32 – EXTEROR IMPROVEMENTS
Section 32 13 00 – Rigid Paving

1. GENERAL

1.1. DESCRIPTION

- A. General Contractor provide all exterior paving and sidewalk work and concrete surfacing and curb work of every nature on the Drawings.

1.2. RELATED WORK

- A. Specified elsewhere:
 - 1. 32 12 00 – Flexible Paving - none on this project

1.3. QUALITY ASSURANCE

- A. No paving shall be installed over a soft, uncompacted, or frozen base, nor until construction scheduling will allow installation without heavy truck traffic for five (5) days for bituminous concrete or fourteen (14) days for concrete. Any paving section not complying with this requirement, showing sinking, or suffering from cracking greater than shrinkage cracking, shall be removed and replaced at no additional charge.
- B. Grade shall be continually checked during paving operations to assure natural drainage of all surfaces without any ponding.
- C. Paving shall be completed only when suitable weather conditions prevail, low temperatures shall be above freezing and rain shall not be predicted during operations or shortly thereafter.
- D. All paving shall have the top surface adequately compacted and finished to be dense and moisture-resistant. The surface finish shall be uniformly textured to be anti-slip when wet and visually consistent in appearance.
- E. All paving and gravel base shall be full thickness.

2. PRODUCTS

2.1. MATERIALS

- A. CONCRETE: Concrete IDOT Class X with fiber (unless steel reinforcement is specified).
 - 1. Not less than 3500 psi at 7 days, 4000 psi at 28 days.
- B. CURING: Non yellowing, acrylic ASTM C1315, such as Chem Masters Poly Seal WB.

C. Dowels all joints

1. Provide dowels, 3/4" X 18" smooth, epoxy, 12" on center required, in dowel baskets at new joints , drill and insert at existing conditions. at:
 - a. Construction joints
 - b. Green cut joints.

D. Reinforcing

- a. Welded wire fabric or Welded wire mesh WWF.
- b. 6x6 W4.0/W4.0 (6"x6" 4/4)

E. Joint seal

1. IDOT approved polymer modified asphaltic joint sealer, hot or cold applied emulsion.

2.2. STRIPING

- A. None required

3. EXECUTION

3.1. INSTALLATION

A. Base

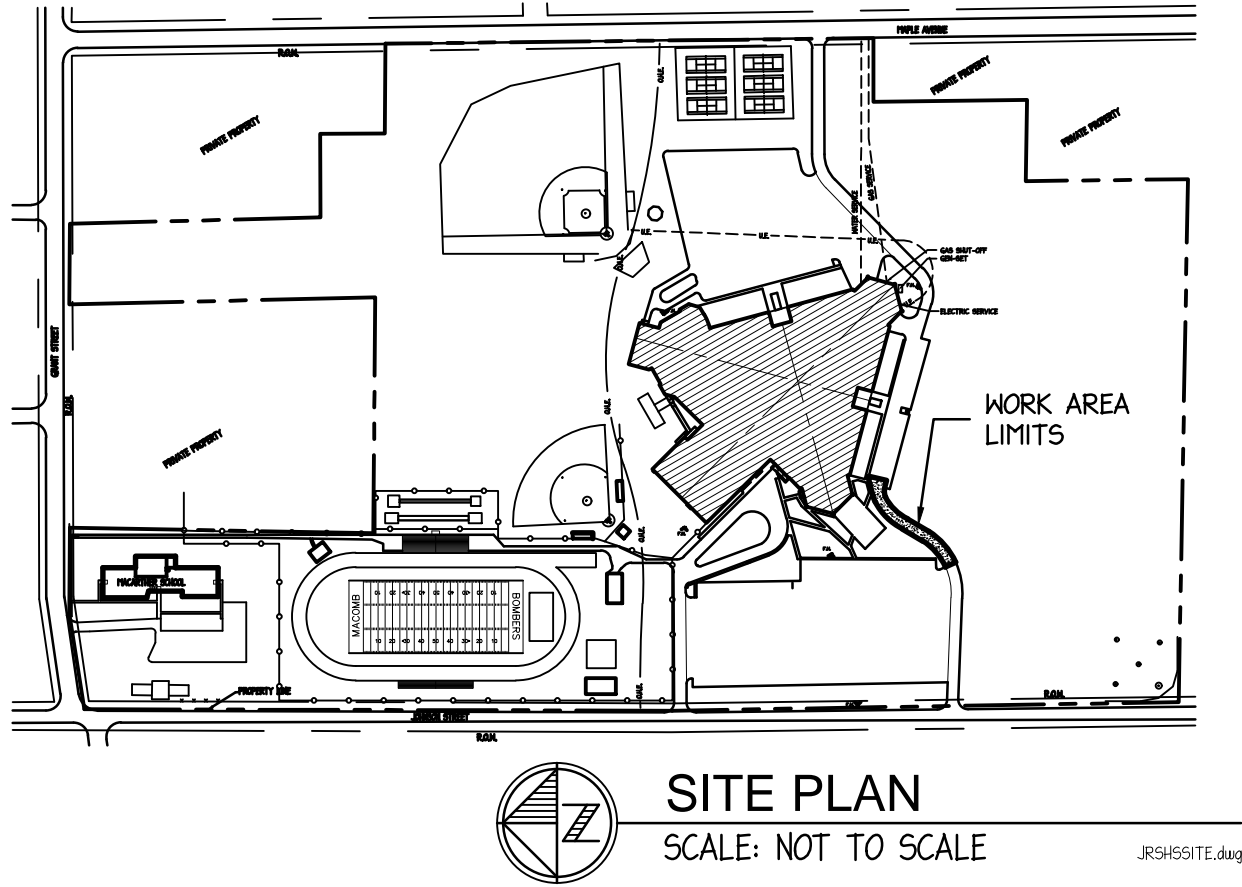
1. Prepare base by proof rolling.
2. At the two collapsed areas of paving, excavate nominal 12" x 8' x 10' and replace with compacted granular base.

B. Drives and Parking

1. Drives shall be 8" minimum unless noted otherwise on Drawings, reinforced with r 6 X 6 4/4 mesh.
2. Finish, medium broom
3. Always slope or crown to drain, 1/8" per foot minimum, match existing grading
4. Contraction or green cut score joints approximately 15' centers
 - a. Dowels in baskets at new work drill in 8" at existing work.
 - b. Seal all joints at conclusion of the work
5. Expansion Joints
 - a. 1/2" along buildings sidewalks and dissimilar conditions.
 - b. Seal with SC Urethane sealant.

- A. Apply curing compound or wet cure all paving

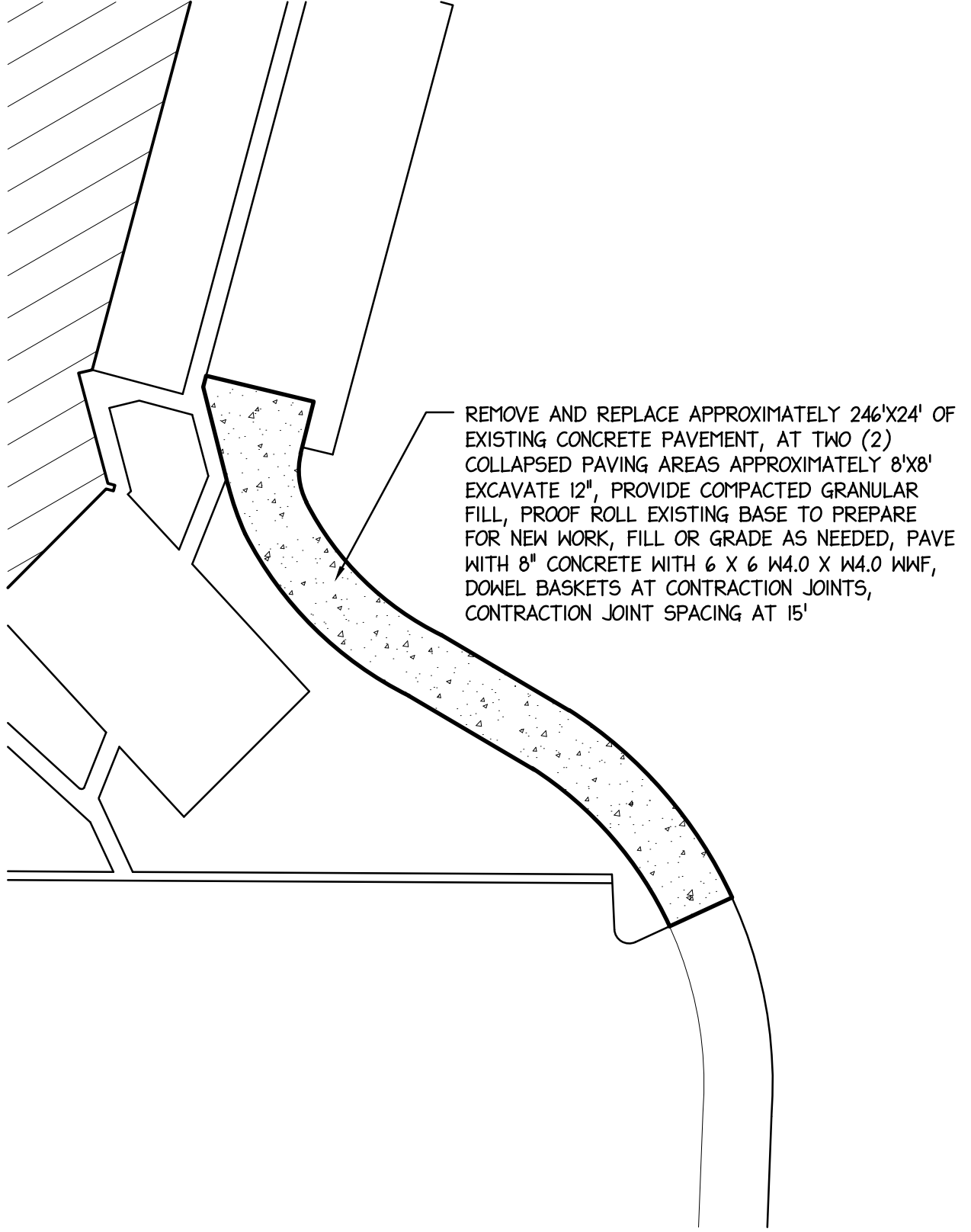
END 32 13 00



SITE PLAN
SCALE: NOT TO SCALE

JRSHSITE.dwg

- NOTES:
1. REMOVE AND REPLACE APPROXIMATELY 246' X 24' OF EXISTING 8" CONCRETE PAVING.
 - a. THERE ARE TWO COLLAPSED AREAS ABOUT 8' X 10', EXCAVATE BASE 12" AND INFILL WITH GRANULAR FILL COMPACTED.
 - b. PROOF ROLL REMAINING BASE AND SHAPE, EXCAVATE AS NEEDED OR ADD GRANULAR FILL AS NEED AFTER PROOF ROLL.
 - c. NEW PAVING TO BE 8" CONCRETE WITH 6X6 W4.0 X W4.0 (6"X6" 4/4) WWF APPROXIMATELY AT MID HEIGHT OF POUR. FOLLOW EXISTING GRADES, CROWN OR SIDE SLOPE SLIGHTLY AS APPROPRIATE TO ASSURE DRAINAGE.
 - d. PROVIDE GREEN CUT CONTRACTION JOINTS AT 15' CENTERS (MAY BE UP TO 17' IF APPROPRIATE FOR UNIFORM SPACING IN POUR LENGTH).
 - e. APPLY ACRYLIC CURE AND SEAL.
 - f. PROVIDE DOWEL BASKETS AT ALL JOINTS, COLD JOINTS OR CONTRACTION JOINTS, DOWELS TO BE 3/4" EPOXY COATED X 18" SPACED AT 12" MID HEIGHT OF SLAB.
 - g. AT CONCLUSION OF WORK, CLEAN JOINTS OF DEBRIS AND DIRT AND NEATLY SEAL WITH POLYMER ASPHALTIC JOINT SEAL EMULSION, PREFERABLY HOT APPLIED, BUT COLD IS ALLOWED.
 2. SITE WORK, REPAIR ALL DAMAGED SOD, REPAIR WITH TOP SOIL AND RESEED AS APPROPRIATE.



SITE PLAN
SCALE: 1" = 50'

2379 MACOMB Bus Lane Repair.dwg

PROJECT NO. 23790218		ISSUE DATE MARCH 28, 2018		SHEET C-1		OF 1 SHEETS	
2018 BUS LANE REPAIR				MACOMB JrSHS - 1525 S. JOHNSON ST. - MACOMB, IL 61455			
MIDDLETON & ASSOCIATES, INC ARCHITECTS				1702 W. College Ave. Suite E Normal, IL 61761-2793 P: 309.452.1271 F: 309.454.8049 middletonassociates.net			
THE CONTRACTOR SHALL VERIFY CONDITIONS & DIMENSIONS ON THE JOB. INFORMATION SHOWN ON ANY PART OF THE DRAWINGS SHALL APPLY TO SIMILAR CONDITIONS AT OTHER LOCATIONS IN THE WORK UNLESS SET FORTH OTHERWISE							
REVISIONS	NO.	DATE	REMARKS				

