

**MIDDLETON ASSOCIATES INCORPORATED**  
**1702 W. COLLEGE AVE., SUITE E**  
**NORMAL, IL 61761-2793**  
**PHONE 309/452-1271 FAX 309/454-8049**

**SPECIFICATIONS FOR LABOR AND MATERIALS**

**FOR**

**MCLEAN COUNTY UNIT DISTRICT NO. 5**

**KINGSLEY JUNIOR HIGH SCHOOL**  
**ATHLETIC TRACK RESURFACE**  
**303 KINGSLEY ST., NORMAL, IL 61761**

**FOR**

**MCLEAN COUNTY UNIT DISTRICT NO. 5**  
**1809 HOVEY AVENUE**  
**NORMAL, ILLINOIS 61761-4339**

**PROJECT NUMBER: A/E #24552319**

**ISSUE DATE: Thursday, October 31, 2019**

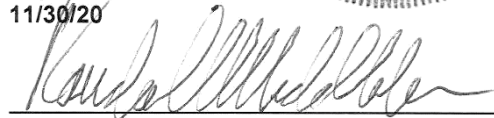
**PRE-BID MEETING: Wednesday, November 20, 2019 at 2:00 p.m. Prevailing Time**  
**Kingsley Junior High School Athletic Field, 303 Kingsley**  
**St., Normal, IL 61761. Meet at base of the Press Box**  
**immediately west of the building.**

**BID DATE: Wednesday, December 4, 2019 – 1:30 p.m.**

**BID DELIVERED TO: Unit 5 Maintenance Warehouse**  
**1999 Eagle Road**  
**Normal, IL 61761**

**SPECIFICATION BOOKLET NO. \_\_\_\_\_**

Expiration Date  
11/30/20



[Seal and Signature]





DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS

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Kingsley Junior High School Athletic Track Resurface  
303 Kingsley St., Normal, IL 61761  
**A/E Project No.: 24552319**

FOR: McLean County Unit District No. 5  
District Office: 1809 Hovey Ave., Normal, IL 61761-4339  
Maintenance Warehouse: 1999 Eagle Rd., Normal, IL 61761

SUPERINTENDENT OF SCHOOLS: Dr. Mark Daniel

ARCHITECT/ENGINEER: Middleton Associates, Incorporated  
1702 W. College Avenue, Suite E  
Normal, IL 61761-2793  
middleton@middletonassociates.net

ISSUE DATE: Thursday, October 31, 2019

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## DOCUMENT LIABILITY

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END 00020

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS

Section 00030 – Invitation for Bids

Sealed proposals will be received by: McLean County Unit District No. 5

For Project: McLean County Unit District No. 5  
Kingsley Junior High School Athletic Track Resurface  
A/E Project No. 24552319

Time of Bid Submission: **Wednesday, December 4, 2019 -- 1:30 p.m. Prevailing Time.**

Public Opening following due time.

Location of Bid Submission: McLean County Unit District No. 5 Warehouse, Attn: Joe Adelman, 1999 Eagle Rd., Normal, Illinois 61761

Proposals shall be delivered to the above location prior to 1:30 p.m. Proposals shall be clearly identified on the outside of the envelope as "Sealed Proposal" and list the project title as shown above. Proposals will be opened and publicly read following the due time.

Terms of the proposal:

- Bid Security is required, 5% Bid Bond or Certified Check.
- Owner protective bonds are required in the amount of 100% of the Contract value after award.
- Illinois Prevailing Wage Act 820 ILCS 130/.01 *et seq.* applies to this job.
- 1992 Revised Statutes Illinois Criminal Code 720 ILCS: Article 33E Public Contracts: Bid Rigging (5/33E-3); Bid Rotating (5/E-4) Disclosure (5/33E-5); Interference (5/33E-1); Kickbacks (5/33E-7); Bribery (5/33E-8); Change Orders (5/33E-8), Drug-free Work Place Act 30 ILCS 580/1, Educational Loan Default 5 ILCS 385/1, Felony/Bribery Conviction 30 ILCS 505/10.2 and 505/10.3 apply to this job.
- The Board of Education has the right to reject or accept the bids submitted or to waive any bidding irregularities.

Interested parties may check out Plans and Specifications at the Architect's office, Middleton Associates Inc., Normal, IL (309/452-1271) or at [middletonassociates.net](http://middletonassociates.net). Scroll down and click on "Contractors". Refundable deposit for one printed set is \$20.00.

END 00030



## DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS

### Section 00040 – Instructions for Bidders

#### 1. GENERAL

##### 1.1. LOCATION OF THE PROJECT:

- A. Kingsley Junior High School, 303 Kingsley St., Normal, IL 61761

##### 1.2. OBTAINING DRAWINGS & SPECIFICATIONS

- A. 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  
E-Mail: [www.middleton@middletonassociates.net](mailto:www.middleton@middletonassociates.net)
- B. **One set printed specifications and plans available for \$20.00. Refundable deposit.**
- C. All sets of Bid Documents, except those held by the low bidder, are to be returned to the Architect/Engineer in good usable condition within ten (10) days following bid opening. Drawings and Specifications may be examined at the office of the Owner or Architect without charge.

##### 1.3. INTERPRETATION OF DOCUMENTS (See AIA General and Supplementary Conditions Section 00 70 00.)

- A. 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 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.
- B. 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.
- C. All work in these documents shall be as described, including any and all trade subcontractors of the contractor's determination and designation with no cost increase to the Owner.

##### 1.4. INTENT, ERRORS AND OMISSIONS

- A. 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.
- B. 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.

- C. 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.
- D. 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.

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

- A. 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.
- B. 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:
  - 1. 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.
  - 2. 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,
    - c. Minor relocation of piping, equipment, installations shall be provided without cost change within 10' either way or reasonable pathways of similar distance.



- d. All other equipment, kitchen, doors, hardware, windows and any other operable equipment
- e. Service access, filters, repairs always allow for reasonable repair and maintenance access.

#### 1.6. BIDDING REQUIREMENTS

- A. Any Contractor Proposal may include Document 00307 Product Substitutions Form / Voluntary Alternates Form. Basic materials have been selected as noted in these Specification Sections and on the Drawings in order to reduce or eliminate any schedule / ordering delays. Any Contractor may propose substitute materials or voluntary alternates to the basic specified materials on this form. If any Contractor desires to offer substitutions or voluntary alternates, include this form with your Bid.
- B. 1992 Revised Statutes Illinois Criminal Code, apply: Article 33E, Public Contracts; Interference (See 33E-1); Bid Rigging (See 33E-3); Bid Rotating (See 33E-4) Disclosure (See 33E-5); Kickbacks (See 33E-7); Bribery (See 33E-7); Change Orders (See 33E-8)

#### 1.7. ADDENDA

- A. Addenda may be issued before the bid opening date to clarify or modify the Contract Documents.
- B. Said addenda shall become a part of the Contract documents and supersede any conflicting specifications or clarify intent of same.

#### 1.8. BID SECURITY

- A. The Bidder shall furnish, along with his proposal, a bid bond or certified check in the amount of five percent (5%) of the bid proposal including all additive alternates. The above instrument shall be made payable to the Owner and shall serve as a guarantee that the Contractor will enter into the Contract with the Owner as per his bid, 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 forty-five (45) days following bid due date, said bid guarantee shall become collectible, in full, by the Owner in payment for damages. See 00040/1.12 "RETURN OF BID SECURITY."

#### 1.9. WITHDRAWAL OF BIDS. Bids may be withdrawn by the Owner or Corp. Officer of Contractor 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.

#### 1.10. PROPOSAL FORMS

- A. Each bidder shall submit his proposal, in duplicate, on proposal form provided. All applicable blank spaces on forms shall be filled out fully;

numbers shall be stated both in writing and in figures; signatures shall be live in longhand. Completed forms shall be without delineation, alteration or erasure.

- B. Proposals shall not contain any recapitulation of the work and no oral proposals or modifications are invited for consideration. The Proposal & Contract Form automatically becomes the Contract upon the acceptance and signature of the Owner. See Paragraph 1.15 "COMMENCEMENT OF CONSTRUCTION."
- C. Substitutions of material other than that specified may be included on the proposal. See related Specification Sections for more information on Substitutions.

#### 1.11. SIGNING OR BIDS

- A. All proposals shall be signed (live signatures, no copies of signatures accepted) by persons fully and duly authorized to sign bids.
- B. Any bid signed by a person other than as set forth above shall enclose with his bid proposal evidence of Power of Attorney.

#### 1.12. AWARD OR 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, will be in the Owner's best interest.
- B. Contractor will note: All alternates that are applicable, or as may become applicable by addendum, must be bid.
- 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.

#### 1.13. RETURN OF BID SECURITY

- A. After bids have been read along with alternates and/or substitutions 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:
  - 1. Except the deposits of the two (2) bidders in line may be retained until Owner/Contractor agreements have been consummated.
  - 2. The Owner has released them.
  - 3. The Bid has expired.
- 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.

- 1.14. OWNER'S PROTECTIVE BONDS: A 100% of value Labor and Material Payment Bond and a 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 to Subcontractors or Suppliers.

1.15. COMMENCEMENT OF CONSTRUCTION

- A. Contractor shall not commence work until the agreement has been executed by both Owner and Contractor and Insurance Certificate and Owner's Protective Bonds have been accepted by the Owner and the Architect. However, work shall commence promptly upon the Owner and Architect's acceptance of Insurance certification and applicable bonds. Commence progress and work completion shall be coordinated with the Owner's programmed use of the buildings.

- 1. **All insurance certificates shall specifically list McLean County Unit District No. 5 and the Architect, Middleton Associates Incorporated and their consultants and sub-consultants to the work, as added insureds or named insureds.**
- 2. **Start date – Spring 2020.**
- 3. **Substantial date – August 15, 2020**
- 4. **Finish date – No later than August 21, 2020.**

- B. Progress at job site shall be continuous once work has commenced.

1.16. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Bidder shall carefully examine bidding documents and inspect the sites to obtain first-hand knowledge of existing conditions.

- 1. **A Pre-Bid Meeting is scheduled for 2:00 p.m., Wednesday, November 20, 2019, at Kingsley Junior High School Athletic Field, 303 Kingsley St., Normal, IL 61761. Meet at base of Press Box immediately west of the building.**

- B. Each Bidder, by submitting his bid, represents that he has so examined the bidding documents and inspected the site and premises, that he understands the provisions of the bidding documents, and 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, which could have been determined by such examination.

#### 1.17. BIDDER QUALIFICATIONS

- A. Competency and responsibility of the Bidder, and of their proposed subcontractors, will be considered prior to award and may include:
  - 1. A detailed statement regarding the business, technical organization and plant facilities 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 or similar or greater value, similarity of types of work, technical content, and complexity.
    - b. Evidence that such projects have been aggressively pursued to conclusion without delay, frivolous claims for additional costs, or work requiring abnormal or extensive corrections.
- B. The Owner may reject a bidder, if an updated financial statement prepared by a CPA not in the Contractor's payroll (bearing the CPA's live signature) shows the net worth of a Contractor to be less than 25% of the Contractor's bid including elected alternates for this work. Said statement, if required by the Owner, shall be furnished and paid for by the Bidder.
  - 1. Evidence of unpaid bills, unresolved liens, outstanding claims by the Dept. of Labor for wage, benefits or workman compensation violations or failure to provide accurate payroll information may be used to determine responsibility of Contractor prior to award.

#### 1.18. LIST OF SUBCONTRACTORS

- A. Within seven (7) business days after **BIDDING AND PRIOR TO THE CONTRACT AWARD**, the Contractor shall submit to the Architect/Engineer, a list of the names of the subcontractors and suppliers and other persons or organization as outlined in Paragraph 5.2, of AIA General Conditions of the Contract for Construction, subject to the approval of the Owner.
- B. Failure of any Bidder to furnish required lists within seven (7) business days after bidding will be sufficient cause to disqualify his bid and Owner shall have every right to claim damages due under 00040/1.12.B. "RETURN OF BID SECURITY."
- C. After the Contractor's list of subcontractors and material suppliers has been submitted, no further changes shall be made without specific written authority and approval of the Architect/Engineer.

#### 1.19. CONTRACT AWARD

- A. The Owner will make an award based on the selection of the lowest cost

responsible bidder. After award is approved by the Board of Education, the contract timeline is as follows:

1. Return signed agreement seven (7) days after award.
  2. Subcontractor, 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, fifteen (15) days after award.
  4. Insurance, fifteen (15) days after award.
  5. Master Cost Breakdown (CVS), fifteen (15) days after award.
  6. Proposed Schedule and timeline, fifteen (15) days after award.
- 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.

#### 1.20. SCHEDULING

A. Contractors' Master Schedule

1. The Contractor shall prepare and maintain a Master Schedule.
2. The General Contractor shall notify the Architect and the Owner promptly of any deficiency in performance.

B. Schedule

1. Submittals shall be prepared immediately following award.
2. Material acquisition may begin immediately following Award.
3. Upon return of review submittals, schedule material and equipment for timely delivery.
  - a. Materials and equipment delivered on site or suitably stored with proof of insurance may be submitted for payment, subject to inspection.
  - b. 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.

C. Manning the work

1. Contractors shall work full crews each day once the project has been started until complete.

#### 1.21. ALLOWANCE

- A. The General Contractor shall include in his bid an allowance of \$10,000 for additional time and material or Change Order work **as directed and approved IN WRITING by the Owner and A/E.**

1. This is primarily for unforeseen conditions.

**B. This is not for assignment or use by the Contractor or Subcontractors for any work that either perceives as additional effort unless the Owner is in concurrence IN WRITING.**

#### 1.22. PROGRESS PAYMENTS

A. Pay Requests must be approved by the Architect / Engineer and Joe Adelman, Director of Operations, or District appointed representative. Submit all Pay Requests to the Architect 10 business days prior to Unit 5 Board Meeting dates. (Schedule of the board meetings will be presented to Contractor at the Pre-Construction Meeting.) Pay requests will be accepted once per month.

B. Payment will be made within thirty (30) days following approval.

C. 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. Payment will be for installed materials only.

D. After Contract award and before commencement of work, the Contractor shall submit a complete master cost breakdown. Said cost breakdown shall be used by the Owner only for the purpose of checking and certifying requests for payment.

E. Pay requests shall indicate amounts completed of all items listed from the master breakdown.

F. 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.

1. 10% of each request will be retained by Owner until work has been satisfactorily completed. After 75% of the Contract has been satisfactorily completed retainage reduction will be considered.  
**Contact Architect for approval to reduce retainage.**

G. 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. See AIA General Conditions, Paragraph 9.3.1, 9.3.2 and 9.3.3.  
2. Applications for payment shall be submitted to Architect/Engineer on AIA G-702A Forms.  
3. EACH SUCCESSIVE PAY REQUEST SHALL BE ACCOMPANIED BY PARTIAL WAIVERS OF LIEN, DOLLAR FOR DOLLAR MATCHING THE PRECEDING OR CURRENT PAY REQUEST.

4. Attach one (1) copy of Contractor's 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.

#### 1.23. CHANGE ORDERS

- A. Changes to the scope of work may occur after Contract Award. Contractor may initiate a Change Order by send an RFI to the Architect. The Architect and Owner may initiate a Change Order by verbal or written inquiry to the Contractor.
- B. When a change to the scope must occur the following procedure shall apply:
  1. The Change Order may be indicated as a fixed price or time and material. In all cases a written summation of work to be done shall be submitted to the Architect or written by the Architect. In all case the Contractor shall be provided a signed Letter to Proceed before accruing any expenses toward the Change Order.
  2. The Architect will try to provide the Letter to Proceed within twenty-four (24) hours of the time of origination of the request.
- C. Cost of Change Orders
  1. Cost of Change Orders shall be broken down into Labor, Material and Mark-up.
  2. The mark-up will include a percentage of the cost of Labor and Material and shall include everything (bonds, insurance, project management, overhead and profit, etc.). Mark-up allowed is:
    - a. Prime Contractor on own labor and materials – maximum 15%.
    - b. Subcontractor on own labor and material – maximum 15%.
    - c. Prime Contractor on labor and material of Subcontractor – maximum 7.5%.
    - d. Change Orders may be by T & M with above add-on.

- 1.24. 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.

- A. Contractor to submit Operation Manuals and As-Built Drawings to Architect, prior to Final Payment.

#### 1.25. MATERIALS SPECIFIED AND QUALITY OF WORK

- A. Materials shall be as specified or approved equal.
  1. Due to the previously completed renovations at other District Schools Elementary Schools the products and materials used

therein are the basis for the Specification Sections to follow. Substitutions may be proposed on Specification Section 00307 Products Substitutions Form.

- 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 seven (7) calendar days before Bid Date.
  - 1. Prior to considering substitutions, the Owner (via the Architect/Engineer) may require submission of samples, descriptive, technical and catalog data and lab reports of tests.
  - 2. Said submittals shall be presented to Architect/ Engineer.
  - 3. Approved substitutions can then be put on Bid Form.
- D. Substitute materials may be submitted after seven (7) day period indicated above by using the Product Substitution Form 00307.

#### 1.26. TOBACCO AND ALCOHOL FOR CONSUMPTION PRODUCTS

- A. Smoking, chewing, etc. shall not be permitted anywhere on school property by State Statute.
- B. Alcoholic beverages are not allowed on school property.
  - 1. Working under the influence of anything containing alcohol or any prescription or non-prescription drug is not allowed on the job site.
- C. Violators may be removed from the job sites subject to conditional return privileges in the future.

#### 1.27. 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 contact, which 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 a student or other individuals, the harasser shall be removed from the job site.

#### 1.28. EMPLOYEE-STUDENT RELATIONSHIPS

- A. Except in an emergency situation involving safety, intermingling of the Contractors' employees and the school faculty, staff and students is be avoided. Contractor or Subcontractor personnel violating this requirement



shall be removed from employment at this site. The Contractor Superintendent shall monitor this to the best of his ability. 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 in nature or as sexual harassment will be grounds for removal of the employee. 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.

1.29. 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.
    - a. Contractor insures that all persons have had background check paperwork initiated and sent to: Ann Fair, Unit 5 Maintenance Office, 1999 Eagle Road, Normal, IL 61761: Tel: 309-557-4100 or Fax: 309-557-4537.
  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.

1.30. SUBSTANCE ABUSE PREVENTION ACT ON PUBLIC WORKS PROJECTS

- A. The Contractor shall comply with 820 ILCS 265/ which establishes a process for Drug Abuse on Public Projects. The Contractor shall have in place a written program that meets the requirement of this Act.

1.31. PROJECT ACCESS: The Contractor shall be aware that the Town of Normal, respectively, has authority over various approach roads for site access and the Contractor is responsible to observe load limits and arrange for any exceptions to load restrictions that may be required for this project. Arrangements for road cleanup, barricades and surface patches and repairs shall comply with city requirements.

1.32. 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."

1.33. SALES TAX

- A. Materials supplied to a public-school district are exempt from state sales taxes.
  - 1. Sales tax exemption number for Unit District No. 5 is: E9994-9091-07. This document expires 1/1/2020. Contact our office in January 2020 for updated information.
- B. The Contractor shall determine the extent of exemption and shall comply with the regulations established by the Illinois Department of Revenue and allow for this in his proposal.

#### 1.34. BUILDING PERMITS

- A. This project is exempt from local permit fees associated with the construction.
  - 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.
  - 3. Architect will provide Drawings and Specifications to Town of Normal Building Safety Dept. if requested.
  - 4. Architect will assist Owner in obtaining a Building Permit from the Regional Office of Education, DeWitt, Livingston & McLean Counties. No cost to contractors.

#### 1.35. PREVAILING WAGE:

- A. This is a project requiring the payment of prevailing wages. Proper written notification as required under Public Act 96-0437:
- B. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice of record keeping duties.

#### 1.36. ILLINOIS STEEL PROCUREMENT ACT 30 ILCS 565/1

The Contractor is to be aware that a point of origin certification to show compliance with 30 ILCS 565/1 may be requested for any steel fabricated item and shall demonstrate compliance with the law.

- A. Exemptions:
  - 1. Products costing less than \$500
  - 2. Products not produced in the United States in sufficient quantity to meet schedules
  - 3. Products purchased or produced in the United States would increase purchase cost by more than 10%

## CONTRACT CHECKLIST

1.37. Proposal:

- A. Proposal Form properly filled out and signed, (live signatures)
- B. Bid Bond/Bid Security for 5% of base bid amount (live signatures)
- C. Return of documents within ten (10) working days after bid due date

1.38. Letter of Intent:

- A. Proposal & Contract Form prepared by the Architect
- B. Labor and Material Payment Bond, two copies (15 days after Award)
- C. Performance Bond, two copies (15 days after Award)
- D. Insurance Certificates, liability and hold harmless, 2 copies (7 days after Award) \*
- E. Master Cost Breakdown (7 days after Award)
- F. Bar Graph Progress Schedule, copies as required (7 days after Award)
- G. Supplier List, 2 copies (7 days after Award)
- H. Subcontractors List, 2 copies (7 days after Award)

1.39. Periodic Application for Payment:

- A. Submit per the monthly scheduling, to be determined
- B. Application and Certificate for Payment, 3 copies (AIA G702A).
- C. Contractor's Affidavit, 2 copies (AIA G706)
- D. Breakdown Estimate, 3 copies
- E. Partial Waivers of Lien, 2 copies
- F. Partial Waiver of Lien from Subcontractors/Suppliers, 2 copies
- G. Updated Progress Schedule, resubmit with each pay request
- H. Contractor's payroll information per HB 188.
- I. Insurance Certificate covering materials stored off site, 2 copies

1.40. Final Application for Payment (To be submitted by hard copies):

- A. Letter to Architect that deficiency work is complete
- B. Final Lien Waiver from the Contractor, 2 copies
- C. Final Lien Waivers from Subcontractors/Suppliers, 2 copies
- D. Final Affidavit showing \$0.00 due to Subcontractors and \$0.00 due to Suppliers, 2 copies
- E. Final Payment Approval Letter from Bonding Co., 2 copies
- F. Certification of all guarantees and/or warranties, 2 copies
- G. Final Application & Certificate for Payment, 3 copies (AIA G702A)
- H. Additional certifications as may be requested, 2 copies
- I. Operating manuals & instructions, 3 copies-indexed and bound

**\*THE OWNER AND THE ARCHITECT/ENGINEER MUST BE NAMED ADDED INSURED AND MUST BE SO LISTED ON THE CERTIFICATE OF INSURANCE.**

END 00040

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. Project: Kingsley Junior High School Athletic Track Resurface  
303 Kingsley St., Normal, IL 61761
  - 2. The Owner: McLean County Unit District No. 5, 1809 Hovey Ave.,  
Normal, IL 61761
  - 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 \$5,000,000 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.
- c. 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.
- d. 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

3. 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 adopted written sexual harassment policies (PA 87-1257).
  - d. 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.
4. 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 any time 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

3. 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.
4. 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

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS

Section 00300 – Proposal Form

1.1. WORK INCLUDES

- A. All work included on the Drawings and Specifications for Project No. 24552319 – Kingsley Junior High School Athletic Field Resurface.
- B. Contractor submit bid on the following pages: 00300-2 and 00300-3.

1.2. **Add \$10,000.00 to Base Bid on the Kingsley Junior High School Athletic Field Proposal as an allowance for unforeseen conditions.**

- A. **Unused portion of allowance will be returned to Owner at the conclusion of the work via Change Order or Final Pay Request.**

PROPOSAL FORM, SUBMIT WITH LIVE SIGNATURES

BID DUE DATE: **Wednesday, December 4, 2019** TIME: **1:30 p.m. (prevailing time)**

PROPOSAL TO: Doug Johnson, Director of Maintenance & Grounds  
McLean County Unit District No. 5 Warehouse  
1999 Eagle Rd.  
Normal, IL 61761

BID FOR: **Project No. 24552319**  
**Specifications & Drawings Titled:**  
**Kingsley Junior High School Athletic Field Resurface**  
**303 Kingsley St., Normal, IL 61761**

SUBMITTED BY: \_\_\_\_\_

This proposal is in compliance with the documents for the: Kingsley Junior High School Athletic Track Resurface, Middleton Associates Incorporated Project Number 24552319. This proposal is made without exception to any requirements as set forth or reasonably inferred in the documents and in making this proposal, I/we agree that we are familiar with on site existing conditions, the work required, the Specifications, inclusive of DIVISION 0, 1, 7, 11 & 32, the Drawings, and all Addenda received and the extent of labor and materials necessary to fully complete the work within the time slot allowed between on site start-up and on site substantial completion. This proposal is made by the Contractor and the Contractor's signature thereto demonstrates his concurrence with the Owner's rights as advertised and restated herein as follows:

It is the intention of the Owner to accept the lowest bid received in accordance with the documents. The Owner, however, reserves the right to reject any or all bids, waive formalities and informalities as may be applicable to the bidding, and accept a bid, as deemed, by the Owner to be most advantageous to the Owner's interest.

ADDENDA: Addenda received and included (please check) #1\_\_\_ #2\_\_\_ #3\_\_\_ #4\_\_\_

BASE BID: \_\_\_\_\_ \$ \_\_\_\_\_

ALTERNATE BID NO. 1 \_\_\_\_\_ \$ \_\_\_\_\_

5% BID SECURITY ENCLOSED

☐ BID BOND  
☐ CASHIER'S CHECK

**START/COMPLETION:** I/We agree to provide all the labor and material in a timely sequence to allow for construction commencement at the earliest possible date Spring 2020 (see Section 00040) and to allow for Substantial Completion of all work no later than August 15, 2020.

**CERTIFICATIONS:**

**I CERTIFY THAT:** All labor and wage compensation required in the execution of this contract and provided by this contractor or his subcontractors will comply with the Illinois Prevailing Wage (820 ILCS 130/3 et. seq.)

**I CERTIFY THAT:** 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 Board of Education, officer thereof, or any person in the employment of designated school district is directly or indirectly interested in the bid or any portion of the profit therefrom, except as allowed by the Illinois School Code.

**I CERTIFY THAT:** I have not been barred from bidding on a contract involving public funds as a result of a conviction for either bid rigging or bid rotating or other violation under Article 33E Criminal Code of the Illinois Revised Statutes, or convicted of a felony pursuant to the Illinois Procurement Code, Section 50-10.

**I AGREE** to provide a drug-free workplace as required by the Illinois Drug-free Workplace Act. I, the undersigned, 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.

**I AGREE** to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is incorporated herein. Contractor/vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). Contractor/vendor agrees to incorporate this clause into all Subcontracts under this Contract.

**I CERTIFY THAT:** By submission of this proposal the bidder confirms that he is familiar with the site, existing conditions, the Bid Documents and the project schedule. **Project Substantial Completion by August 21, 2020.**

EXPIRATION OF PROPOSAL - I/We agree that this proposal shall be binding for a period of thirty (30) days following the bid due date set forth in the advertisement for bids.

SUBMITTED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

CORPORATE SEAL  
(for corporations only)

END 00300





DIVISION 0 - BIDDING & CONTRACT REQUIREMENTS  
Section 00301 – Form of Agreement

1      GENERAL

- 1.1.    The following Agreement (00301-2) will be filled out by the Architect after the bidding process and sent to the Owner and Contractor for signature.

## OWNER-CONTRACTOR FORM OF AGREEMENT

Between:

The Owner: McLean County Unit District No. 5  
1999 Eagle Rd.  
Normal, IL 61761

And the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Project:

### KINGSLEY JUNIOR HIGH SCHOOL ATHLETIC TRACK RESURFACE MCLEAN COUNTY UNIT DISTRICT NO. 5

The Owner and Contractor agree to enter into a contract in accordance with the terms and conditions of the Documents (Plans & Specifications), A/E Project Number 24552319 and the Contractor's Proposal dated December 4, 2019, which become the Contract for completion of the project as follows:

Base Bid Substantial & Completion Date: Substantial 8/15/2020; Final Acceptance 8/21/2020

Additional Terms & Conditions: None (or as applicable)

**Addenda:** #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ (list as applicable)

**Contract Amount:** (to be listed as appropriate)

Base Bid Proposal	\$ _____
Alternate Bids as awarded to be listed	\$ _____
Total Contract Amount	\$ _____

(Written) \_\_\_\_\_ **dollars**

**Date of Agreement:** \_\_\_\_\_

**Signatures:**

**Owner:**  
**McLean County Unit District No. 5**

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Seal  
(Corporation Only)

END 00301

**DIVISION 0 - BIDDING & CONTRACT REQUIREMENTS**

**Document 00307 - Product Substitution Form**

**Voluntary Alternate 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 indicated prior to executing the Contract.

**MANUFACTURER'S NAME AND PRODUCT**

**ADD OR (DEDUCT)**

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**VOLUNTARY ALTERNATE DESCRIPTION**

**DEDUCT**

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

**BIDDER'S NAME:**

**TRADE:** \_\_\_\_\_  
**END 00307**



1. GENERAL

1.1. REQUIREMENTS INCLUDE

- A. Base Bid: Kingsley Junior High School Athletic Field Track
  - 1. Remove existing black topping.
  - 2. Repair cracks in asphalt base.
  - 3. Provide new topping.
  - 4. Re-grade and seed areas disturbed by excavation and site traffic.
- B. By submitting a proposal pursuant to these Specifications and the Drawings, the Contractor shall have confirmed over his signature that he has verified all pertinent dimensions set forth on the Drawings and that his bid confirms that verification.
- C. There is one Alternate.

1.2. PRODUCTS FURNISHED BY OTHERS: All products, components, spaces, and equipment furnished by the Owner are currently in place.

- A. All products furnished and installed under the contract shall be new, furnished and installed by the Contractor.
- B. Contractor's 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 all material from exposure to elements until installation.
  - 5. Repair or replace items damaged as result of Contractor's operations.
  - 6. Install, connect and finish products in assembly function ready.

1.3. WORK SEQUENCE

- A. McLean County Unit District No. 5 will occupy the facilities until **June 1, 2020**. (This date may be earlier depending on snow days). The Owner will occupy the track and football field after **August 15, 2020**.
  - 1. The Contractor may start work Spring 2020 with proper safeguards to protect building occupants both inside and outside the building and with safeguards in place to control noise and dust.
- B. Coordinate with the school's Athletic Director and with the District Director of Operations, Joe Adelman, 309/275-8803.

#### 1.4. CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
  - 1. Law
  - 2. Contract
  - 3. Coordinate activities at the project with the Owner's Representative (chief administrator at each building).
- 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 with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move all stored products or equipment which interfere with operations of the Owner or other contractors.
- F. Obtain and pay for use of additional off site storage or work areas 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.

#### 1.5. CONTINUOUS OCCUPANCY BY OWNER

- A. Owner will occupy areas for purposes of public education and general maintenance during construction.
- B. Contractors shall provide:
  - 1. Access for Owner's personnel and attending pupils when applicable.
  - 2. Operation of electrical and ventilation systems with a minimum of down time.
  - 3. Operation of exhaust systems with a minimum of down time. Wherein ventilation systems require down time, the same shall be arranged and scheduled with school personnel.
- C. After the work is accepted by the Owner, the Owner will provide:
  - 1. Custodial services
  - 2. Security
  - 3. General custodial maintenance

END 01010

DIVISION 1 – GENERAL REQUIREMENTS

Section 01030 - Alternates

1. GENERAL

1.1. DESCRIPTION

- A. Work included in alternates shall be commensurate with and in compliance with all the applicable project specifications and conditions and shall include all necessary related project adjustments and additional labor and/or material as may become apparent to complete the alternative work. No additional charge will be considered after bidding for the purposes of making additional construction or adjustments in order to accomplish alternative work that has been included in the Contract.
- B. All Base Bid requirements and material specifications and workmanship not specifically mentioned in the alternate shall apply to the alternates as is set forth therein.
- C. Incidental Work: All necessary adjustment in the work shall be made to accommodate accepted alternates.

1.2. ALTERNATE BIDS

- A. The High Jump semi-circle at the north end of the football field shall receive:
  - 1. Two coats of polyurethane black surface finish. Spot repair of flaws noted on drawings to be installed in Base Bid.

END 01030





## DIVISION 1 - GENERAL REQUIREMENTS

### Section 01040 - Field Engineering

#### 1. GENERAL

##### 1.1. SUPERINTENDENT OF THE PROJECT WORK

- A. The Contract shall designate a person who shall be the 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 persons shall become disabled, no longer employed and/or the Contractor provides notice to the Architect and the Architect approves the change.
  - 3. Owner can request superintendent replacement for cause at any time

##### 1.2. DESCRIPTION OF DRAWINGS AND LAYOUT

- A. Drawing data is intended to be reasonably accurate, however, strict accuracy in detail is not guaranteed. See Section 00040-2/1.4 A & B. The Contractor must verify all of the conditions, measurements, dimensions, rough-in requirements, piping, conduit, wiring, duct work requirements and coordination necessary for each item or piece of equipment in the Contract Documents. Verification is the Contractor's responsibility and shall be completed prior to the fabrication or installation processes. All corrections necessary to provide properly installed, finished and operable system, in accordance with the intent of the Documents, shall be made at no cost beyond the contract agreement.
- B. All measurements and conditions must be verified by actual observation at the building and 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.
- C. Before starting his work, the Contractor shall examine all Contract Area Drawings and Specifications and if any discrepancies occur, he shall report same to the Architect IN WRITING and obtain WRITTEN INSTRUCTIONS for interpretation of the work. The Contractor shall perform all layout work pursuant to site, building, grades and levels, and furnish such engineering services as he may require to execute the intent of the work included.
- D. The Drawings are instructive and diagrammatic and shall be followed as closely as actual construction will permit. All changes from Drawings necessary to make the work of the Contractor conform to the documents shall be done at no added cost charge to the Owner above the amount

shown on the Owner/Contractor Agreement.

1.1. 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.

1.3. PROTECTION OF WORK

- A. The Contractor shall protect all work and stored materials from injury caused by or resulting from operations under this Contract, including physical damage or weather-caused damage.

1.4. 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 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.

1.5. CLEANING UP

- A. All surfaces shall be cleaned of any paint, plaster, mortar, gook and other stains. Care shall be taken that no surface is scratched, marred or damaged in cleaning.
- B. Damaged, marred or scratched surfaces of any type shall be made right, sanded smooth (to bright metal for metal surfaces) and primed and painted as directed or replaced if necessary to provide a final installation acceptable to the Architect.

END 01040

## DIVISION 1 – GENERAL REQUIREMENTS

### Section 01200 – Project Meetings

#### 1. GENERAL

##### 1.1. REQUIREMENTS INCLUDE

- A. Project meetings may be called at any time during project construction by the Owner, the Architect/Engineer and may be called by the Contractor with approval of the Owner or Architect/Engineer.
  - 1. The purpose of the project meeting will be to establish scheduling, coordination and work processes and to clarify the contract requirements. Project meetings shall be attended by the project superintendent for the Contractor and by a representative of each major subcontractor and supplier employed on the project.
  - 2. Should the Architect/Engineer experience a lack of information required to justify the Contractor's proportional pay request the Architect/Engineer may institute monthly project meetings to verify progress and coordinate the Contractor's pay requests. Construction schedules of 90 days or less should not require such meetings.

END 01200



## DIVISION 1 - GENERAL REQUIREMENTS

### Section 01310 - Construction Schedules

#### 1. GENERAL

##### 1.1. DESCRIPTION

###### A. Work Includes:

1. Submittals of project construction schedules for work within seven (7) business days after Notice of Award.
2. Revision of schedules monthly. Each Contractor shall submit schedule of operations for the Contract to the General Contractor who shall prepare a master schedule and submit to the Architect/Engineer. Said submittals shall accompany each pay request.

###### B. Content of Schedules:

1. Indicate complete sequence of construction by activity.
  - a. Product procurement date, fabrication of each element of the construction work.
  - b. Dates for beginning and completion of each element of the construction work.
2. Indicate cumulative percentage of work completed as of the day of Contractor's submittal of monthly pay request.
3. Furnish separate schedule, showing submittals, review items, procurement schedules and delivery dates, as required.
4. Define critical portions of entire schedule.

###### C. Updating monthly by indicating:

1. Progress of each activity since previous submission.
2. Projected completion dates for all activities.
3. Activities modified since previous submission.

###### D. Submit initial schedules within seven (7) business days after date of Notice of Award.

1. Submit number of copies required by Contractor, plus two (2) copies to be retained by Architect/Engineer. If additional copies are required, furnish same at no additional cost.

#### 2. PRODUCTS (N/A)

#### 3. EXECUTION (N/A)

END 01310



1. GENERAL

1.1. DESCRIPTION

A. Related work specified elsewhere

1. All work provided under the Contract Documents shall be inspected by the Contractor for conformance with the documents prior to the Architect's inspection.
2. All in place work shall be subject to inspection by the Architect/Engineer and the Owner for conformance with the requirements and standards set forth in the Contract Documents and first quality general construction standards.

1.2. WORK BY THE CONTRACTOR INCLUDES

A. The Contractor's superintendent of the project shall inspect all work performed by the Contractor, his employees, Subcontractors and the Installing Suppliers before same is submitted to the Architect/Engineer as work performed.

1. Inspect for proper installation.
2. Inspect for proper materials.
3. Inspect for workmanship.

1.3. WORK BY THE ARCHITECT/ENGINEER INCLUDES

A. The Architect/Engineer shall have access to the work at all times and shall make inspection of work in place, construction components and allow or disallow in accordance with these Specifications and the accompanying Drawings.

1.4. PROCEDURES AND REPORTS

- A. The Architect/Engineer, after making inspections, may report same to Contractor separately or jointly, verbally or in writing, as related to the Contract Documents in general and related to certain requirements specifically.
- B. Notice shall be given the Contractor of unsatisfactory materials, handling, and storing of project materials, in place installation, workmanship, and documents compliance conduct on the job site property.
- C. The Contractor shall correct or replace same as applicable to the inspection report.

1.5. QUALITY ASSURANCE

A. The Architect/Engineer or appointed special inspector for certain processes:

1. Will make intermittent inspections at the job site and notify the Contractor of deficiencies as and when observed.
  - a. Notifications to the Contractor will be written (if not agreed upon and/or promptly corrected following verbal notification) wherein the deficiency shall or may become covered up by continuation of progress, wherein the deficiency does not comply with the required procedures.
2. Will be available to the Contractor upon call for inspections which may come to the attention of the Contractor at times not corresponding with intermittent inspections by the Architect/Engineer.
  - a. The Architect/Engineer will endeavor to respond to the Contractor's call with due promptness and no later than twenty-four (24) hours.
3. Will be at the job site during the following operations:
  - a. Application of finish for top coat.
  - b. 01400 - Quality Control: testing, if applicable.
4. Will disallow payment for uncorrected work on the upcoming submittal by the Contractor for periodic progress payment.

B. The Contractor

1. Shall correct all work associated with the inspections made by the Architect/Engineer promptly or present an approved schedule for same.
2. Shall, wherein redeliveries of materials and components are involved:
  - a. Promptly respond IN WRITING to the deficiency notice.
  - b. Issue a schedule of correction, if applicable.
  - c. Make right damages affected to work of other contractors involved, as applicable.
3. Shall notify the Architect/Engineer of the schedule for the following day by day operations at the job site:
4. Contractor shall notify Architect/Engineer twenty-four (24) hours in advance of commencement of operations.

1.6. OWNER

- A. Owner inspections will be made by the Unit 5 District Director of Operations, Joe Adelman, phone 309/275-8803 or Shane Hill, Kingsley J.H.S. Athletic Director, phone 309/557-4962.

END 01420



## DIVISION 1 – GENERAL REQUIREMENTS

### Section 01510 – Temporary Utilities

#### 1. GENERAL

##### 1.1. REQUIREMENTS INCLUDE

- A. Contractor shall provide and maintain specified temporary utilities.
- B. Contractor may extend services from Owner's existing sources.
  - 1. Tap on and extension of services shall be implemented and paid for by the Contractor requiring utility.
- C. Contractor shall furnish (included in his Base Bid):
  - 1. The cost of all utilities required by him which:
    - a. Are in excess of existing available at the building and are necessary for the completion of his work.
    - b. Exceed the capacity of existing or permanent systems and are necessary for the completion of his work.
  - 2. Hoses and fittings from temporary standpipes or water service connection to his work.
  - 3. Drinking water for his own forces.
  - 4. Extension cords, extension lights and lamps from approved temporary power centers to his work.
  - 5. Ventilation for his storage spaces containing volatile or hazardous materials.
  - 6. Security for materials and equipment.
  - 7. Temporary toilet facilities.

##### 1.2. RELATED REQUIREMENTS

- A. Furnished by Owner
  - 1. Authorization of existing facilities for temporary use.
    - a. Electrical power service.
    - b. Lighting extended by drop cords from existing sources.
    - c. Water service extended from existing outlets by the Contractor.
  - 2. Owner will pay all costs of consumables used for construction purposes for utilities it furnishes.
  - 3. The Contractor requiring Owner-furnished services shall provide and pay for extension or modification of services to perform the work and for restoration of services and Owner equipment at completion of the work.

### 1.3. DESCRIPTION OF UTILITY SYSTEMS

#### A. Electrical system:

1. Power is supplied to the site by Ameren IP.
2. The Contractor is advised to contact Ameren IP. to get temporary protection at electrical service entrance (over and adjacent to) the construction area. Phone 800/755-5000, as printed in the area phone book, further contact number may be provided by Owner.
3. The Contractor shall provide and maintain extensions of existing electric power system for construction needs throughout construction period.

#### B. Natural Gas

1. Provided by Nicor Gas Company, phone 888-642-6748
  - a. Building distribution lines exist as well as branch lines to equipment. Verify all shut-off locations prior to work.

#### C. Water Service:

1. Water provided by the Town of Normal.
2. For construction purposes: The Contractor shall provide and maintain temporary water service connection throughout construction period. Continually running water during construction operations is not allowed.
  - a. For temporary fire control.
  - b. For material preparation and mixing.
  - c. For cleaning operation.
3. The Contractor provides drinking water for his own employees.

### 1.4. REQUIREMENTS OR REGULATORY AGENCIES

- A. Compliance with specified codes and regulations (latest editions in effect as of the date of bidding documents) is the responsibility of the Contractor

### 1.5. USE OF OWNER'S EXISTING SYSTEMS - RULES AND REGULATIONS

- A. Owner's mechanical systems shall remain in service throughout the construction except for prearranged temporary shutdowns.
- B. Make all arrangements with the Owner's Representative for use of electrical power for hand tools, temporary lighting, toilets and use of water. Temporary connections shall not interfere with or starve the ordinary use of the building or for ongoing maintenance and service activities therein.

- C. Limitations
  - 1. Keep work areas enclosed to avoid energy waste.
  - 2. Keep away from any areas as directed by Owner/Representative.
- D. Modify temporary utility systems if requested by the Architect/ Engineer or the Owner.
- E. Upon completion of work, or when directed by Architect/Engineer, restore existing systems to original condition or specified conditions.

END 01510



DIVISION 1 - GENERAL REQUIREMENTS  
Section 01740 - Guarantees, Warranties & Bonds

1. GENERAL

1.1. WORK INCLUDES

- A. Provide all guarantees, warranties and bonds, as specified.
- B. Related work specified elsewhere
  - 1. All work.
- C. Submittals: The Contractor shall process, acquire and submit the Guarantees, Warranties and Bonds as specified below:
  - 1. Bid Bond.
  - 2. Labor & Material Payment and Performance Bonds, following award.
  - 3. Guarantees: Submit on Contractor's letterhead a one-year material and labor guarantee for all work except for special warranties.
  - 4. Contractor shall submit a letter of certification on Contractor's letterhead that no products containing ACM or PCB's were used in the completed work.

1.2. WARRANTY

- A. The Contractor warranty that all work provided under the Contract will be in conformance with the Contract and free from defects in workmanship, materials and equipment for a period of one (1) year or such longer period as may be specified in the Contract documents. Warranty time periods shall commence with the date of Owner acceptance of the Certificate of Substantial Completion or the whole or any part of the project. The warranty time period for any incomplete or uncorrected work at the time of Substantial Completion shall commence with the date of Final Completion.
- B. The Contractor shall, on demand made by the Owner, at any time within the warranty period following Substantial Completion, promptly repair or replace all defective or non-conforming work resulting from or constituting late defects, fraud, fraudulent concealment or gross negligence. The Owner or the Architect/Engineer will give timely notice of such defects.
- C. Upon notice from the Owner or the Architect/Engineer of such defects or nonconformity, the Contractor shall promptly visit the site in the company of the Owner's representative to determine the extent of all defects on non-conformance and shall promptly repair or replace the defective or nonconforming work, including all adjacent work not necessarily provided by the Contractor, but damaged as a result of such defect or nonconformity or as a result of remedying them. If the Contractor does not promptly repair or replace a defective or nonconforming 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

accepted in accord with the original standards of the Contract. The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance.

D. The Contractor shall deliver all commercial warranties received from the manufacturer to the Architect/Engineer prior to Final Completion, but this shall not reduce the Contractor's obligations under this Article.

E. Special Warranties:

07900	Sealants & Caulks Contractor's Warranty – One (1) year, all applications Manufacturer's Warranty – per Section 07900 (varies for different products). Maximum printed product warranty.
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11 66 10	<b>Athletic Improvements / Track Surfaces</b> <b><u>Contractor's Warranty – Five (5) years</u></b>
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END 01740

## DIVISION 7 – THERMAL & MOISTURE PROTECTION

### Section 07900 – Sealants & Caulks

#### 1. GENERAL

##### 1.1. REQUIREMENTS INCLUDE

###### A. Base Bid – General Contractor

1. Contractor shall provide caulking and sealing of joints where required to complete this work.
2. Contractor to match color of metal (match color of new installed work, regardless of quantity).

##### 1.2. HANDLING & STORAGE

- ###### A.
- When the Contractor chooses a product for a particular use for a sealant or caulk specified, that same product shall be used throughout the project for that specific assignment.

##### 1.3. WARRANTY

- ###### A. Sealant Manufacturer:
- Contractor shall certify per Section 01740, as applicable.
1. Material performance - twenty (20) years against shrinkage and hardening - implied and advertised.
  2. Loss of bond to substrate as Manufacturer's implied and advertised.

#### 2. PRODUCTS

##### 2.1. MATERIALS

- ###### A.
- Exterior grade for masonry-to-masonry, metal-to-metal, wood-to-masonry, and glass-to-masonry.
1. Material's serviceable life expectancy shall be twenty (20) year minimum in Manufacturer's printed material for the applications proposed.
  2. Approved products are as follows:
    - a. Sonneborn NP-1
    - b. Silaflex 1A
    - c. G.E. Silicone Sealant (preferred)
    - d. Dow 795
- ###### B.
- Interior grade caulk shall be one (1) part, paintable.
1. Chemical make-up shall permit 5% joint movement from 20 degrees F to 110 degrees F and shall be skinning type.
  2. Approved products are as follows:

- a. DAP Latex Caulk
- b. Pecora BC 158
- c. Tremco Butyl Sealant

C. Grade on horizontal joints, exterior/interior grade sealant shall be one (1) part, self-leveling for concrete contraction/expansion joints.

1. Approved products are as follows:

- a. Sonneborn Sonolastic S.L.1
- b. Vulkem 45
- c. Dow Chemical 880

## 2.2. JOINT FILLER

A. Joint Filler F-3, closed-cell polyethylene approved products shall be as follows:

- 1. Ethafoam by Dow Chemical.
- 2. Expand-O-Foam by Williams Products, Inc.
- 3. Filler Foam FF-4 by Progress Unlimited, Inc.
- 4. Safe-T-Grip Filler Gasket by Structural Specialties Corp.

B. Asphalt track base crack sealer.

- 1. Riteway
- 2. Armor Crack

2.3. JOINT CLEANER. Joint cleaner shall be that cleaner recommended by Sealant Manufacturer for specific joint surface and conditions.

2.4. JOINT PRIMER AND SEALER. Joint primer and sealer shall be those compounds recommended by Sealant Manufacturer for the specific joint surface and conditions.

## 3. EXECUTION

### 3.1. PREPARATION

- A. Examine all surfaces to receive the parts of the work specified herein. The application or installation of materials constitutes acceptance of the substrate.
- B. Clean surfaces and remove protective coatings that may fail in adhesion or interfere with bond of compound so surfaces are free of deleterious substances that might impair the work.
- C. Prime surfaces per the Sealant Manufacturer's instructions.
- D. Install bond breakers in locations and of type recommended by the Sealant Manufacturer to prevent bond or sealant to surfaces where such bond



might impair the performance of the sealant.

### 3.2. INSTALLATION

- A. Install all materials in accordance with Manufacturer's printed instructions. Unless otherwise directed, conform as follows:
1. Compounds shall not be installed at temperatures below 40 degrees F unless the Manufacturer specifically permits the application of his materials at a lower temperature.
  2. If job conditions require installation of compounds below the minimum installation temperatures recommended by the Manufacturer, consult the Manufacturer's Representative and establish the minimum provisions required to ensure the satisfactory work.
  3. Confine compounds to joint areas shown. Use masking tape to prevent staining of adjoining surfaces, spillage and/or migration of the compound out of joints. Tool surfaces to shape shown or, if none is shown, to a flush or slightly concave surface. Remove excess compound and clean adjoining surfaces as may be required to eliminate any indication of soiling or migration.
  4. In joints which are not subject to traffic, apply sealants to a minimum depth of 50% of the normal joint width but not less than 3/8" or more than 1/2" deep.
  5. Apply non-elastomeric compounds in exposed joints with the depth of compound not less than the joint width.
  6. Use appropriate sealants for all exterior joints and for the interior joints subject to movement, except traffic expansion and contraction joints. Use self-leveling sealant for all exterior and interior expansion traffic joints in concrete and tile work.
  7. Use appropriate caulk for all interior joints at locations to be painted not subject to movement in excess of 5%.
  8. Self-leveling sealant shall be poured over a bond breaker tape or F-3 Joint Filler. The joint shall be masked off adequately to assure a clean, flush and finished installation.
  9. Sealants and caulks shall be a color selected to blend with adjacent material color.
- B. Installations shall be neatly executed, smooth and regular in appearance, no lumps or globs or smears onto adjacent surfaces. Tool when appropriate.

### 3.3. SEALANT COLOR SELECTION

- A. Sealant shall match surrounds for color.
1. Coordinate with Architect/Engineer regarding colors to insure approval.
  2. Once a Manufacturer's product has been established for a use, that same product shall be used throughout the project for the particular

situation and background.

#### 3.4. SEALANT APPLICATION

- A. For exterior/building envelope conditions: Select the proper sealant to provide resistance to air or water infiltration at all exterior envelope joints, connections of dissimilar materials:
  - 1. Wall expansion joints
  - 2. Door & windows
  - 3. Wall penetration
  - 4. Abutting dissimilar materials
  - 5. As needed to control infiltration
  
- B. Appearance conditions: Throughout the exterior of the construction provide sealants as needed to visually finish all installations.
  - 1. Wall expansion joints
  - 2. Construction joints
  - 3. Abutting dissimilar materials
  - 4. Wall, floor and ceiling penetrations
  - 5. Joints subject to water penetration
  - 6. Irregular joints
  - 7. Unintended gaps, cracks or openings, seal all holes from abandoned anchors or any item removed prior to and/or during construction.

END 07900

## DIVISION 11 – ATHLETIC IMPROVEMENTS

### Section 11 66 10 – Track Surfaces

#### 1. GENERAL

##### 1.1. DESCRIPTION OF WORK

###### A. Base Bid – General Contractor

1. The contracted work to be done under these Specifications consists of furnishing all the required labor, materials, demolition, equipment, parts and supplies necessary for the resurfacing of the athletic track surface.
2. The work hereunder shall be done and conform to:
  - a. American Sports Builders Association Track Construction Manual.
3. This Contractor shall remove existing top mat, which is approximately 1/2" thick.
  - a. Inspect asphalt structural base.
  - b. Repairs required to base are visible on existing track surface.
  - c. There are 2,000 lineal feet of crack to be repaired.
4. The new top coat mat will provide a durable and resilient surface for resurfacing existing tracks.

##### 1.2. SUBMITTALS

- A. Contractor shall have written maintenance information on this product to be presented to the Owner, upon completion of the surface. This will include repair methods and availability of repair materials including cost.
- B. Submit Manufacturer's Material Safety Data Sheet.

##### 1.3. QUALITY ASSURANCE

- A. No Subcontractors are permitted in the installation of the synthetic surface.
- B. The installing foreman must have at least five (5) years experience installing this type of system.

##### 1.4. WARRANTY

- A. The warranty on the all-weather running track surface shall endure for five (5) years from the date of acceptance. This five (5) year warranty is to be provided directly by the Track-surfacing Contractor to the Owner / General Contractor.

- B. The warranty shall cover defects in materials, excessive color changes, excessive wear, and any other feather that is not deemed ordinary wear on a running track.

#### 1.5. RELATED WORK

- A. All repair work on the base is to be approved by the Architect or Engineer. All puddles and ridges out of tolerance must be eliminated and meet the published specifications and be within the published specification of the relevant governing association.

#### 1.6. EXISTING CONDITIONS

- A. The present track surface is a mixture of graded rubber granules bound with a urethane base. This track has been repaired several times by the District Maintenance supervisor. The track surface is 18+ years old.

### 2. PRODUCTS

#### 2.1. MATERIALS

- A. The specified running track surface, finish shall be a mixture of graded rubber granules bound with 100% polyurethane binders. The track surface is of a permeable design.
  - 1. Two coats of the polyurethane finish shall be installed by spray and brush. **Water base products are not acceptable.**
  - 2. Structural spray coatings to be applied consisting of uniformly graded EPDM rubber granules and highly pigmented 100% polyurethane binders. The color shall be black.

#### 2.2. RUBBER

- A. The top coat mat rubber shall be specifically graded elastomeric rubber granules with a controlled gradation between 0.5mm and 4.0mm.
  - 1. Dust and rubber particulate smaller than a NO. 200 sieve size shall not exceed 4% of the total rubber.
  - 2. The rubber is to be dried to less than 2.5% moisture content, and sealed in bags.
  - 3. The color shall be black.

#### 2.3. PRIMER

- A. The top coat mat primer shall be polyurethane based and compatible with asphalt and synthetic track surfacing materials.
  - 1. The polyurethane primer may be diluted up to 30% to ensure proper penetration of the existing surface.

## 2.4. BINDER

- A. The top coat mat binding agent shall be a single component: MDI based, moisture cure polyurethane binder.
  - 1. The polyurethane binder is to be 100% solids.
  - 2. **No water containing systems are allowed in the top coat mat binding agent.**
  - 3. The polyurethane binder shall be compatible with SBR and EPDM rubber granules.
- B. The poly-mat structural spray binder shall be a highly pigmented, two (2) component, MDI based, polyurethane coating.
  - 1. This polyurethane coating is to be 100% solids and moisture cure.
  - 2. The color shall be black same as the rubber.
  - 3. The structural spray coating shall be of adequate viscosity to partially drain into the base mat.

## 2.5. LANE STRIPES

- A. Track stripping to be compatible with Track finish materials.
  - 2. Track striping to duplicate existing striping pattern.
    - a. White color.

## 3. EXECUTION

### 3.1. SURFACE PREPARATION

- A. The existing surface shall be inspected by the surfacing contractor for any conditions that would be detrimental to a successful installation of the new synthetic finish.
  - 1. Flaws, cracks, seams, as noted on drawings shall be repaired so that the new finish will hide previous repairs to the base asphalt.
- B. The entire surface shall be swept, power blown, or high pressure washed to remove all dirt, oil, grease, or any other foreign material. The surface shall be free from any loose material.

### 3.2. LIMITATIONS

- A. Ensure that the crack repair material used on the asphalt base is compatible with finish topping product.
- B. Apply the finish surfacing materials only during favorable weather conditions. Work is to progress only when adequate curing can be guaranteed by the installer.

- C. During surface installation and striping all sprinkler systems must be shut off, or controlled so that no water falls on the track or event surfaces.
- D. All materials will be installed in strict compliance with the Manufacturer's recommendations.
- E. During setup, installation, and striping of the top coat mat it is the responsibility of the Owner to have the entire track area, and other pertinent areas such as football field, concessions, etc. closed and secured of all activities twenty-four (24) hours per day until completion of the project.

### 3.3. INSTALLATION

- A. The repairs to the existing surface shall be made with the material described above.
  - 1. There is about 2,200 feet of cracks, mostly running perpendicular to the outside edge and the inside edge of the track. Fill crack with grey color pourable self-leveling joint sealant such as W. R. Meadows Pourthane NS, Riteway Crack Sealant, or Armor Crack.
- B. The entire area to be surfaced shall receive an application of polyurethane primer applied uniformly at a rate of not less than 0.27 lb. per sq. yd. A minimum cure time of thirty (30) minutes is required before application of the base mat materials.
- C. The base mat shall have a minimum weight of 18 lb. per sq. yd. This shall consist of 20 parts polyurethane binding agent to 80 parts granulated rubber as determined by weight. The material shall be prepared in a mechanical mixer to assure complete coverage of each rubber particle by the binder agent.
- D. The mixed materials making up the top coat mat shall be applied by a mechanically operated finishing machine, which shall have an electrically heated screed. The surface will be applied in one (1) layer only to a depth of one-half inch ( $\frac{1}{2}$ " (13mm).
- E. Any cured edge of each joint shall be primed with the top coat mat binding agent prior to the laying of the adjacent top coat mat.
- F. After proper curing of the top coat mat the polyurethane structural spray coating shall be applied. The ratio of polyurethane to rubber granules shall be 60:40 by weight.
- G. Each structural spray layer shall be applied uniformly at a minimum rate of 1.8 lbs per sq. yd. for a total spray coverage of not less than 3.6 lbs. per sq. yd. The two (2) applications shall be sprayed in opposite directions in order to achieve a uniform application.

### 3.4. STRIPING

- A. Experienced personnel specializing in all-weather running track striping shall accomplish all striping.
- B. Provide lane lines, starting lines, and markings required. This should conform to the standards for track construction as prescribed by the NFHS, NCAA or other governing body.
- C. Contractor shall verify with the Owner's representative for exact locations, size, shape and color of the lines and markings before proceeding with markings and striping.
  - 1. Provide 7 lanes 32" wide, white color.
- D. Calculations shall be made to the nearest 1/100<sup>th</sup> of a ft.
- E. Angles shall be set using a transit or theodolite capable of reading direct to 20 seconds.
- F. Measurement shall be made with a steel tape in engineering scale.
- G. Markings shall be clearly identified and color-coded.

END 11 66 10





1. GENERAL

1.1. WORK INCLUDES

A. Base Bid:

1. The Contractor provides restoration of grassed areas and planted areas damaged during execution of work and restoration of grassed areas where construction material was stored or where construction equipment damaged grading or grass.
  - a. Spread topsoil.
  - b. Provide seeding.
  - c. Maintain seeded areas.

1.2. QUALITY ASSURANCE

- A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.
- B. Deliver all products in sufficient quantity and time to maintain approved construction schedule, as amended.
- C. Store all products off the ground, in a dry location, out of way of construction operations. Provide protection to prevent damage until installed.
- D. Follow Manufacturer recommendations for handling.

1.3. WARRANTY

- A. The Contractor provide Contractor's Warranty for a period of one (1) year plus one (1) growing season.

2. PRODUCTS

- 2.1. GROWING MEDIA. Existing topsoil or natural, fertile agricultural soil capable of sustaining vigorous plant growth, not in frozen or muddy condition, containing not less than 6% organic matter, and corrected to pH value of 5.9 to 7.0, free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, couch grass, foxtail grass, noxious weeds and foreign matter.
- 2.2. SEED. Mixture of 70% Kentucky Bluegrass, two (2) or three (3) varieties of each, and 30% rye, two (2) or three (3) varieties of each.
  - A. Warranty shall be one (1) year plus one (1) growing season.
- 2.3. WOOD MULCH: Use only shredded hardwood bark.

### 3. EXECUTION

#### 3.1. ENVIRONMENTAL CONDITIONS.

- A. Place or re-grade topsoil during dry weather, and on dry, unfrozen subgrade.
- B. Do not seed: Immediately following rain, when ground is too dry, or during windy periods.

#### 3.2. PREPARATION

- A. Cultivate areas to receive topsoil/grass seed to depth of three inches (3"). Repeat cultivation in areas where equipment has compacted subgrade.
- B. Grade to eliminate rough spots and low areas where ponding may occur. Maintain smooth, uniform grade.
- C. Finish ground level firm and sufficient to prevent sinkage pockets when irrigation is applied.

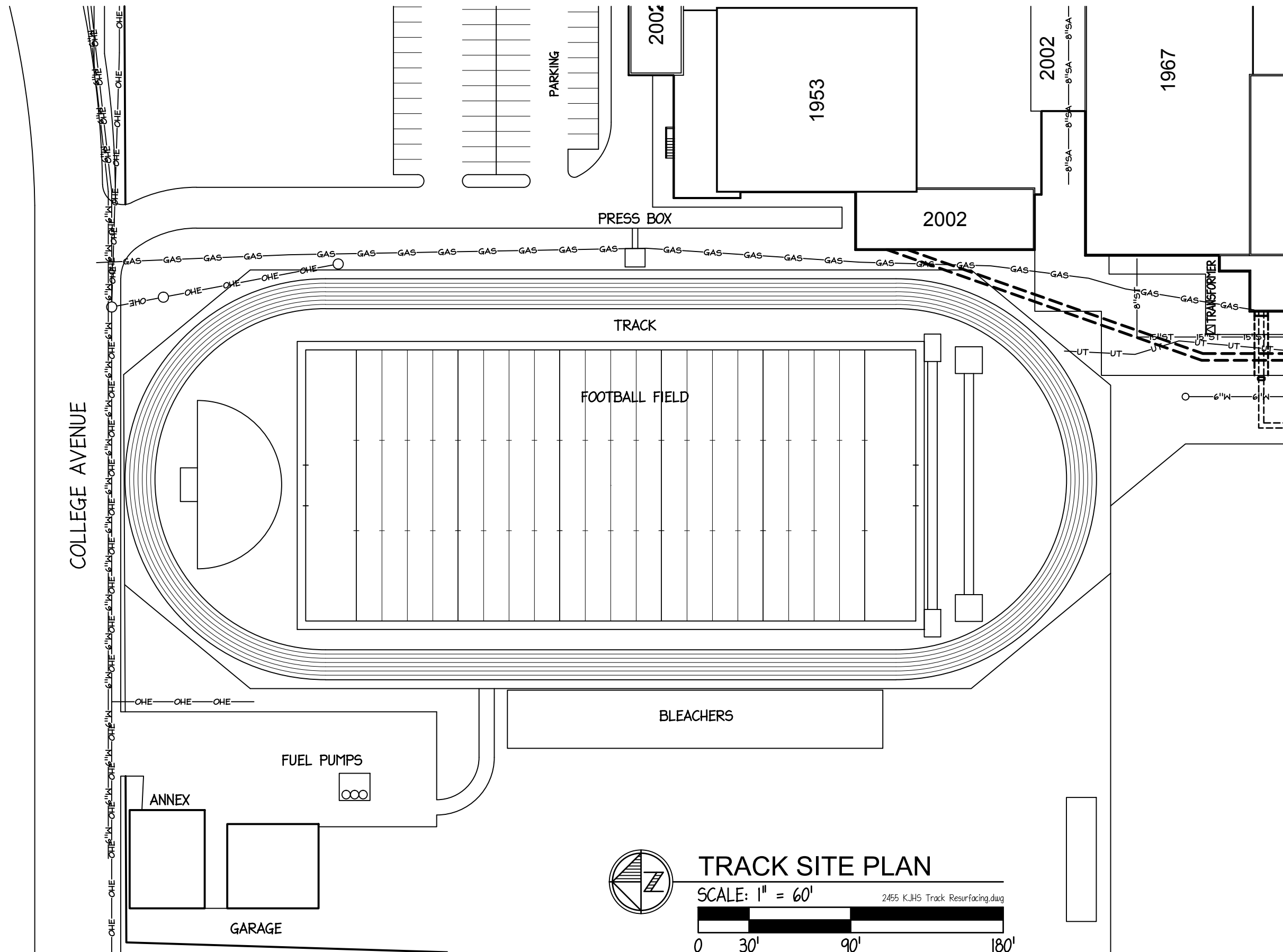
#### 3.3. SEEDING

- A. Apply seed at a rate of 5 pounds per 1,000 square feet evenly in two perpendicular intersecting directions. Rake in lightly.
- B. Do not sow immediately following rain, when ground is too dry or during windy periods.
- C. Roll seeded areas with roller not exceeding 112 pounds.
- D. Apply thin layer of straw over seeded areas. Owner will apply water after the Contractor has notified Architect that seeding and grading are complete in any or all areas.

#### 3.4. MAINTENANCE

- A. Owner will assume maintenance responsibility at Substantial Completion.
- B. Instruct Owner's personnel in all phases of maintenance.
- C. Seeded areas will be accepted at end of maintenance period when seeded areas are properly established and otherwise acceptable.

END 32 01 90



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NO.	DATE	
	REMARKS	
		PROJECT NO. 24552319
		ISSUE DATE OCTOBER 31, 2019
		SHEET C-1.0
		OF 2 SHEETS





KINGSLEY JUNIOR HIGH SCHOOL  
ATHLETIC TRACK RESURFACING



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