

# (Business & Auxiliary Services) 1215 Houbolt Road Joliet, Illinois 60431-8938

# **INSTRUCTIONS TO BIDDERS**

Sealed proposals are invited for **CAMPUS POLICE RENOVATION** pursuant to specifications.

#### **PROPOSALS**:

Proposals will be received and publicly read aloud by the Joliet Junior College District #525, Joliet, Will County, Illinois, at the place, date and time hereinafter designated.

**PLACE**: CLICK HERE TO JOIN THE PUBLIC BID OPENING AT THE SPECIFIED DATE/TIME

**DATE:** <u>AUGUST 3, 2021</u>

FAXES ARE NOT ACCEPTABLE

TIME: <u>9:00 AM</u>

Proposals received after this time will not be accepted.

Proposals must be submitted through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. A step-by-step supplier registration guide is posted to the college's website for your reference. General supplier guides are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

#### **Registration Link:**

https://supplier.esmsolutions.com/registration#/registration/contactInformation/

**General Supplier Guide (ESM Documents):** 

https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides

**Supplier Registration Guide (JJC Document):** 

 $\frac{https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier\%20Registration\%20Screenshots\\\%20Final.pdf$ 

#### **PRE-BID MEETING:**

An optional pre-bid meeting will be held virtually through Microsoft Teams on <u>JULY 13, 2021</u> at <u>9:00 AM</u>. <u>CLICK HERE TO JOIN THE PRE-BID MEETING AT THE SPECIFIED DATE AND TIME</u>

#### **DELIVERY**:

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless

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otherwise noted.

# TAX EXEMPTION:

Joliet Junior College District #525 is exempt from Federal, State, and Municipal taxes.

## **SIGNATURE ON BIDS:**

Joliet Junior College District #525 requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

#### **BIDDING PROCEDURES:**

- 1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.
- 2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
- 3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Business & Auxiliary Services. After bids are received, no allowance will be made for oversight by bidder.

#### **SUBSTITUTIONS:**

- 1. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
- 2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Board shall be the sole judge of whether an article shall be deemed to be equal.
- 3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

## **REJECTION OF BIDS:**

The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a Bidder when investigation shows that Bidder is not in a position to

perform the contract.

## **BUSINESS ENTERPRISE PROGRAM (BEP):**

MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), <u>Business Enterprise Program (BEP)</u> web site to obtain additional details. **To qualify, prime vendors or subcontractors must be certified by the state of Illinois or the city of Chicago prior to contract award.** Go to (<a href="https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor Registration.aspx">https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor Registration.aspx</a>) for complete requirements for BEP certification.

For all construction related projects, the following companies must submit a <u>utilization plan</u> and/or <u>letter of intent</u> that meets or exceeds the identified goal.

- Certified contractors meeting the goal through self-performance
- Any contractor utilizing subcontractors for the project

If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal is required within the utilization plan. Visit: for instructions on completing the form.

# **ACKNOWLEDGEMENT OF ADDENDA:**

Signature of company official on original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

# FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.

Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.

## **CLERICAL ERRORS:**

If applicable, all errors in price extensions will be corrected by Joliet Junior College and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot", and award determination made on the basis of total price submitted.

### **SAMPLES**:

Bidder may be required to furnish samples upon request and without charge to the College.

# **BID SECURITY**:

A certified check or bank draft or bid bond, made payable to Joliet Junior College District #525, Will

County, Illinois, <u>MUST</u> be submitted with the bid in the amount of <u>ten (10) percent of your total</u> <u>bid</u>. The bid security will be forfeited by the successful bidder in the event of the bidders failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.

#### **PAYMENTS:**

## Certified Payroll

1. With each pay application, contractors shall submit certified payroll in a format acceptable to Junior College District #525.

#### Partial Lien Waivers

- 1. The contractors' partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
- 2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50 percent of the total contract sum.

Final Lien Waivers: The contractor's request for final payment shall include:

- 1. The contractor's final lien waiver in the full amount of the contract.
- 2. Final lien waivers in the full amount of their contracts from all subcontractors and suppliers for which final lien waivers have not previously been submitted.

#### **INSURANCE:**

The successful bidder will be required to furnish a certificate of insurance in the following amounts:

The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

The Contractor will purchase and maintain "all risks" Builder's Risk property insurance, where applicable, subject only to such exclusions as have been specifically approved by the Owner in writing.

## A. Workers Compensation

- 1. State: Statutory
- 2. Applicable Federal: Statutory
- 3. Employer's Liability:
  - a. \$1,000,000 per Accident
  - b. \$1,000,000 Occupational Disease

## B. Commercial Comprehensive Liability

- 1. Each Occurrence: \$1,000,000
- 2. Products/Completed Operations Aggregate: \$2,000,000
- 3. Personal/Advertising Injury: \$1,000,000
- 4. General Aggregate: \$2,000,000
- 5. Policy shall include: \$2,000,000

- a. Premises: Operations
- b. Independent Contractors Liability
- c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
- d. Contractual Liability
- e. Coverage for explosion (x), collapse (c), and underground (u).
- 6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the Contractor's Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent and shall name Joliet Junior College, its Board of Trustees, officers, employees and agents as additional named insured's at a minimum. The Contractor hereby agrees to effectuate the naming of such additional insured's as unrestricted additional insured's on the Contractor's policy. The additional insured endorsement shall provide the following:
  - a. That the coverage afforded the additional insurance will be primary/non-contributory insurance for the additional insurance with respect to claims arising out of operations performed by or on behalf of the Contractor.
  - b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.
  - c. That the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
  - d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.
  - e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof.
  - f. That the Contractor agrees to indemnify the College for any applicable deductibles.
  - g. That the insurance policy from an A.M. Best rated "secured" Illinois State licensed insurer.
  - h. The Contractor shall provide the College with a copy of its insurance policy or in the alternative and subject to the College's agreement, an excerpt of a page from the actual policy evidencing the additional insureds as provided for herein.
  - i. Contactor acknowledges that failure to obtain such insurance on behalf of the College constitutes a material breach of the contract and subjects Contractor to liability for damages, indemnification and all other legal remedies available to College. The Contractor is to provide the College at all times with a certificate of insurance, evidencing the above requirements have been met. The failure of the College to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the College.
  - j. That enclosed is a copy of the endorsement providing additional insured's status and that the Contractor will furnish a Certificate of insurance evidencing the foregoing provisions.
  - k. Please include clause below in the policy:
     It is agreed that Joliet Junior College, its Board of Trustees, officers, employees, agents and (Architect/Engineer Name) are additional insureds on the policy.

- C. Business Auto Liability (including owned, non-owned and hired vehicles).
  - 1. Bodily injury
    - a. \$1,000,000 per person
    - b. \$2,000,000 per accident
  - 2. Property damage: \$1,000,000 OR
  - 3. Combined Single limit: \$1,000,000

#### D. Umbrella

- 1. Umbrella Excess Liability: \$4,000,000
- 2. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.
- 3. Follow-form or Primary/Non-Contributory (PNC) status and Waiver of Subrogation (WOS) for Joliet Junior College

All such policies of insurance shall be written by companies approved by the College and Certificates of Insurance shall be furnished to the College. The College shall be listed as an additional named insured under such policies. Each policy shall require at least 30 days' notice to the College in the event of cancellation. The contractor agrees to indemnify, defend, and hold harmless the College from and against all suits or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur or which may be alleged to have occurred in the course of the performance of this Agreement by the Contractor, whether such sum claim shall be made by an employee of the Contractor, by a third person or their representatives, or whether or not it shall be claimed that the said injury, death, or damage or cause through a negligence act or omission of the Contractor; and the all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the College in any such action or actions, the Contractor, at its own expense, shall satisfy and discharge the same.

#### **PERFORMANCE BONDS:**

The successful bidder on this proposal must furnish a performance bond and a labor and material payment bond made out to Junior College District #525, prepared on an approved form, as security for the faithful performance of their contract, within ten (10) days of their notification that their bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Illinois and have an A-XIV best rating. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The performance bond is an amount equal to one hundred and ten percent (110%) of the contract sum. Such bonds shall be in force from the date of signing of the contract until one year after issuing of final certificate of payment. The cost of the bonds shall be included in the bidder's proposal.

## LAWS AND ORDINANCES:

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

## SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to

register as a sex offender and who is either a student or an employee at an institution of higher education, must also register with the police department of the institution they are employed by or attending. For purposes of this act, a student or employee is defined as anyone working at or attending the institution for a period of five (5) days or an aggregate period of more than thirty (30) days during a calendar year. This includes persons operating as or employed by an outside contractor at the institution. Anyone meeting the above requirements is required to register at the Campus Police Department located in G1013, within five (5) days of enrolling or becoming employed. Persons failing to register are subject to criminal prosecution.

## **DAMAGE AND NEGLIGENCE:**

The Contractor agrees to indemnify and save harmless the College and employees from and against all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the College for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof as provided in the General Conditions and Supplementary Conditions.

College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slow down, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

#### **INVESTIGATION OF BIDDERS:**

The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. Joliet Junior College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

### **DISCLOSURE:**

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

#### APPRENTICESHIP AND TRAINING PROGRAMS:

The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training. The apprenticeship and training programs(s) must be in the same trade in which the firm shall be performing work on behalf of the College under the Contract. This provision shall not apply to federally funded construction projects if, in the opinion of College, such application would jeopardize the receipt or use of federal funds in support of such project.

A STATEMENT TO THE ABOVE EFFECT HAS BEEN ADDED TO THE BID FORM. BIDDERS MUST BE A MEMBER OF AN APPROVED APPRENTICESHIP PROGRAM PRIOR TO BID OPENING ON THE PROJECT. FAILURE TO LIST REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF BID".

#### SUBCONTRACTORS:

Bidders must state on the proposal form all subcontractors he intends to use for this project. Failure to do so may be cause for rejection of bid.

#### PREVAILING WAGE RATE:

The successful bidder must pay not less than the prevailing hourly wage rate determined by the Illinois Department of Labor for the county where the contract is executed and the craft or type of worker needed to execute the contract. See the prevailing wage scale attached.

If, during the course of work under this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner, will notify Contractor and each Subcontractor of the changes in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum.

In compliance with the Office of the Attorney General the following is also required of all bidders:

## Payment of Prevailing Wage:

- The Act requires that all laborers, workers and mechanics employed by or on behalf of a public body in the construction of public works be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits) for work of a similar character in the locality in which the work is performed. See 820 ILCS 103/3. The Act contains all relevant definitions, including those for the terms "public body", "public works" and "general prevailing rate of hourly wages", which will assist you in the understanding its requirements and your responsibilities. See 820 ILCS 130/2.
- The Illinois Department of Labor publishes the current prevailing wage rate. See <a href="http://www.state.il.us/agency/idol/rates/rates.htm">http://www.state.il.us/agency/idol/rates/rates.htm</a>. The rate is revised regularly and such revision takes effect immediately.

## Specifications and Contractual Language:

- Public bodies must insert a provision or stipulation requiring the payment of the prevailing wage rate into every public works resolution or ordinance, call for bids, project specification and contract. See 820 ILCS 130/4(a).
- Contractors and subcontractors must insert a provision or stipulation regarding the payment of the prevailing wage rate into every public works project and bid specification, subcontract, and contractor's bond. See 820 ILCS 130/4(b), (c).
- Contractors or construction managers who have been awarded public works contracts must post the relevant prevailing wage rate(s) at a location on the project site that is easily accessible by workers. See 820 ILCS 130/4(f).

#### Record-Keeping Responsibilities:

- All contractors and subcontractors must create and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS 130/5(a) (1).
- These records must include each worker's name, address, telephone number (if available), social security number, classification(s), hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. Each contractor

and subcontractor is required to make these records available for inspection by the public body's agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days notice. See 820 ILCS 130/5(a) (1), (b).

## Certified Payroll Records:

- A contractor or subcontractor participating in a public works project must also submit a Certified Payroll the public body every month. This Certified Payroll must consist of a complete copy of the records required to be kept under Section 5(a)(1) of the Act, discussed above (with the exception of daily work starting and ending times). See 820 ILCS 130/5(a)(2).
- The monthly Certified Payroll shall also include a statement signed by the contractor or subcontractor submitting that: (1) the records re true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false in a class B misdemeanor. See 820 ILCS 130/5(a)(2).
- The Act requires that a public body shall keep all Certified Payrolls submitted pursuant to the Act for at least three years. See 820 ILCS 130/5(a)(2). The retention of these monthly Certified Payroll submissions for three years by public bodies is crucial to the State of Illinois' efforts to enforce the Act and will be of particular interest to the Attorney General's office in the coming months.

# Failure to comply with the Act's Requirements:

• No public works project may be instituted unless the provisions of the Act have been met. The Illinois Department of Labor is empowered to sue for injunctive relief against the awarding of any public works contract, or continuation of work under any such contract, if it is not in compliance with the Act's prerequisites. Contracts that are not in compliance with the Act's prerequisites are void as against public policy. See 820 ILCS 103/11.

Please note that this is not a complete list of all relevant requirements and prerequisites under the Act. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. For a full understanding of all of the Act's requirements and prerequisites, as well as the text of the Act and all related regulations, please see the Illinois Department of Labor's website at www.state.il.us/agency/idol/laws/Law130.htm.

#### **BLACKOUT PERIOD:**

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.

## **BID QUANTITIES:**

The College Board will reserve the right to increase or decrease, within reasonable limits, such quantities as need requires and at the unit price stated.

## **BID AWARDS:**

The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the college. Failure to comply is the risk of that contractor.

#### **TERMINATION OF FUNDING:**

JJC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. JJC shall give notice of such termination for funding as soon as practicable after JJC becomes aware of the failure of funding.

### CHANGES TO CONTRACT AFTER BID AWARD:

There shall be no deviations from any work without a written change order. All change orders must be approved by the Director of Business & Auxiliary Services or Vice President of Administrative Services as well as executed by the successful contractor.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by either the Director of Business & Auxiliary Services or Vice President of Administrative Services, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

#### **GENERAL:**

Joliet Junior College is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to the Director of Human Resources.

The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College District #525, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

The parties to any contract (inclusive of subcontractors) resulting from this bid hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this bid must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

The Customer reserves the right to request additional information after your proposal has been submitted.



Janice Reedus
Director of Business & Auxiliary Services

# JOLIET JUNIOR COLLEGE ILLINOIS COMMUNITY COLLEGE DISTRICT #525

(Business & Auxiliary Services) 1215 Houbolt Road Joliet, Illinois 60431-8938 Telephone: (815) 280-6640

Fax: (815) 280-6631

#### INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE:

http://www.jjc.edu/community/vendors

QUESTIONS PERTAINING TO OUR BIDS CAN BE EMAILED TO: purchasing@jjc.edu



# CAMPUS POLICE RENOVATION BID PACKAGE #1 - GENERAL TRADES/COORDINATING CONTRACTOR - SCOPE OF WORK

#### 1.0 OVERVIEW OF THE PROJECT

1.1 General Project Information

Joliet Junior College is renovating approximately 12,000 square feet of existing space within the first floor of the G bldg. for Campus Police. The construction of this project is to be completed through a public bid process with multiple prime contract bid packages (General Trades/Coordinating Contractor, Mechanical/Temperature Controls, Electrical/Fire Alarm, and Plumbing). For the duration of this document the term "contractor" shall be interpreted to mean the general trades/coordinating contractor and/or any subcontractor that falls under contract of the general trades/coordinating contractor. Ultimately, the general trades/coordinating contractor is responsible for a complete project consisting of all required material, equipment and labor that falls within the drawings, specifications related to this scope of work document. In general, this scope of work is intended for clarification and convenience only and is not intended to limit any portion of the scope of this bid package.

#### 2.0 SCOPE OF WORK OVERVIEW

2.1 General Trades Contractor Requirements

The general trades/coordinating contractor (may be referred to as "general trades contractor" or "contractor" in this document) shall be the coordinating contractor of all his subcontractors, and all other prime contractors (mechanical, electrical and plumbing). This coordination will be inclusive of creating an overall schedule with input from his subcontractors and other prime contractors. All work (including work of other prime contractors) will be scheduled by the general trades contractor and will ensure no work is installed out of sequence. The general trades contractor will champion the project, lead weekly meetings with the owner, A/E, pertinent subcontractors and a member of each prime contractor in attendance. Provide meeting minutes/notes and records of any necessary logs. The general trades/coordinating contractor shall review with owner at no additional costs/fees to JJC any change orders or pay applications submitted by other prime contractors. Joliet Junior College is not providing the coordination and/or construction sequencing of any subcontractors or prime contractors that fall under the coordination of the general trades contractor. Card access, security cameras, furniture will be provided and installed by JJC under separate contract.

2.1.1 This project will require two (2) phases. Phase I will consist of the campus police demolition and remodel while leaving the existing dispatch area in service. This existing dispatch area becomes the fitness office area that will be completed as Phase II (refer to the construction drawings that clearly define Phase I and Phase II). Prior to demolition starting for Phase II, JJC will separately contract for any remediation/abating work required in the area. No personnel will be allowed in or around this area during the remediation/abating process (1 week). Any remobilization/phasing costs are to be considered part of the contractors base bid.

- 2.1.2 All work to be completed in strict accordance with the drawings and specifications. Existing conditions are to be field verified and taken into consideration that the general trades/coordinating contractor is competent to provide a finish product as intended by the project design and this scope of work. Unknown concealed conditions are an acceptable means to an adjustment to scope. However, any existing condition that is viewable during the bid process will be the responsibility of the general trades/coordinating contractor.
- 2.1.3 This General Trades/Coordinating Contractor Bid Package #1 shall include this scope of work, all specifications and drawings with the <u>exception</u> of any work related to mechanical, plumbing, electrical, fire alarm, or temperature controls (BAS). However, this bid package will include the scheduling and coordination efforts with those prime contractors. This bid package does include the fire protection for alternate #1 and alternate #2.
- 2.1.4 If multiple mobilizations are required by the general trades/coordinating contractor, or any of the other prime contractors as a result of the general trades/coordinating contractor scheduling and coordination efforts, all costs associated to multiple mobilizations that were not planned will be at the expense of the general trades/coordinating contractor.
- 2.1.5 Should the plans, specifications or this scope document disagree in themselves or with each other, the contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum or the contract.
- 2.1.6 There will be no permit process or inspections by the City of Joliet. However, the contractor shall be responsible for calling/coordinating the state plumbing inspector and state fire marshal for inspections.
- 2.1.7 It is the general trades/coordinating contractors' responsibility to share this scope of work, <u>all</u> drawings and specifications with their sub-contractors during the bid process and construction. The general trades/coordinating contractor is ultimately responsible for his bid and will not be given a change order in cases where one discipline may show up on another disciplines drawing or spec. For example, the electrical or plumbing drawings may show an item that requires carpentry that is not shown on the architectural drawings, but will still be the responsibility of the general trades/coordinating contractor, and will not result in a change order because they or their pertinent sub-contractor did not review <u>all</u> drawings and account for it.
- 2.1.8 The general trades/coordinating contractor shall provide and install temporary A/B/C fire extinguishers throughout the job site as required. Inspect monthly and recharge as necessary until substantial completion of the project. Furnish stanchions to mount extinguishers so they can be relocated as needed. Remove and take away all temporary extinguishers and stanchions at end of project.

- 2.1.9 Contractor shall furnish all shop drawings, catalogue cuts, submittals, mix designs or any other necessary submittals within ten (10) days of award of contract for architect's review/approval. Shop drawings that take longer to develop shall be coordinated with owner and A/E. Development of a master shop drawing submittal schedule of all prime contractors shall be the responsibility of the general trades contractor.
- 2.1.10 If it applies to this bid package, the contractor will be responsible for any through-wall, through-floor and/or through roof penetrations related to their scope of work. If this work will impact the operation of adjacent classrooms, the contractor shall notify the owner prior to starting any of this work for coordination of proper scheduling. Any floor or roof penetration will require ground penetrating radar to verify and locate existing post tension cables running through existing floors or walls (existing ground floor slab does have post tension cables). Any cost associated to locating the post tension cables as part of this scope shall be the responsibility of the general trades/coordinating contractor.
- 2.1.11 The contractors' personnel shall comply with Joliet Junior College requirements of mandatory orange or yellow safety vests (no offensive messages or graphics), hard hats, safety glasses, safety shoes worn at all times. General trades contractor shall submit their safety plan to JJC and shall be maintained on site for the duration of the project.
- 2.1.12 Due to the Covid-19 pandemic, all contractor personnel will be required to have their temperature taken at the monitoring station near the entrance to the G building (near the planetarium) on a daily basis. Everyone will be required to wear a mask while on site, no exceptions will be allowed. Social distancing must be practiced when possible. These requirements are regardless of current state policies.
- 2.1.10 Should the general trades/coordinating contractor require office space, they will need to provide a construction trailer on the west side of G bldg. near the project location. The cost of the trailer and providing utilities to it shall be at the cost of the contractor. Utilities shall be disconnected and the area around the trailer restored to original condition at the end of the project by the contractor at his cost. If the general trades contractor can accommodate their office space within the construction area without it hindering the construction sequence, no office trailer will be required. The office space does not need to accommodate for weekly meetings. Weekly meetings can be held in a classroom or other area on campus where social distancing can be accommodated.
- 2.2 Except as otherwise expressly provided herein, the contractor shall supply all adequate and competent labor, supervision, tools, equipment, materials, services, testing devices, and each and every item of expense necessary for complete installation according to the contract documents, including but not limited to:

- 2.2.1 The contractor shall provide all required labor and material expenses to provide a safe working environment in accordance with all OSHA requirements whether called for in drawings, specs or not. This includes all temporary barricades, ramps, fire extinguishers and stands, signage, etc.
- 2.2.2 The contractor will provide all necessary dust protection at adjacent existing areas of construction. Provide any necessary temporary walls and doors to block access to the construction site by unauthorized personnel (faculty, staff, students, etc.). Joliet Junior College facilities department will be provided with access codes or keys to any temporary locks.
- 2.2.3 The general trades/coordinating contractor shall determine means and methods of pouring concrete floor (refer to items 2.4 and 2.5 in this document). Existing building to be protected from splatter or damage, and landscape area (bushes, grass, mulch, etc) or cracked concrete shall be restored to original condition. Contractor should document and photo all existing exterior conditions prior to starting. All necessary pedestrian and auto traffic safety around the building will be the responsibility of the contractor.
- 2.2.4 Should the general trades/coordinating contractor be required to saw-cut and remove any existing concrete floor for any of their work, they should provide ground penetrating radar for the location of existing post tension cables running through the existing slab. Care shall be taken during the concrete demolition process as to not cut any of these cables.
- 2.2.5 The contractor will provide all wood blocking in wall framing at all necessary locations where items on the drawings are interpreted as being secured to gyp. brd. walls whether drawings state to provide blocking or not (i.e. shelving brackets, paper towel dispensers, projector screen brackets, etc.).
- 2.2.6 The contractor will provide finish floor protection, as well as protection of any other surfaces (countertops, etc.) that may get damaged or scratched while construction is on-going. Materials, means and methods of this protection is to be determined by the contractor, but must adequately protect the surface from on-going activity. All protection to be removed by this contractor prior to final cleaning.
- 2.2.7 Should an exterior/outdoor staging area for material or equipment be necessary, the contractor is to provide chain link fencing around the perimeter and shall be responsible for security. The location of this staging area will be in close proximity to the project, and is to be coordinated with JJC staff.
- 2.2.8 The contractor shall be responsible for cleaning and sweeping of dirt/mud from parking lots and roadways at anytime construction activity from the site creates such hazard (hauling out excavated spoils, concrete trucks, etc.) from their work.

- 2.2.9 The contractor shall restore all adjacent landscape areas that may be disturbed from construction activities (including, not limited to replace trees, bushes, repair ruts, place grass seed, etc.) as a result of their work.
- 2.2.10 The general trades/coordinating contractor shall provide all dumpsters required for the project (including any concrete dumpsters for demolition). General trades/coordinating contractor is to determine amount of dumpsters they believe will be required. Should more dumpsters be required than contractor figured within their bid, additional cost of dumpsters will be at the expense of the contractor. Contractor to coordinate location of dumpsters with JJC staff. The general trades/coordinating contractor shall provide garbage cans for the use of their own trades only (electrical, mechanical and plumbing contractors to provide their own garbage cans). Electrical, mechanical and plumbing contractors shall empty their garbage cans or trash gondolas in the general trades/coordinating contractor provided dumpsters.
- 2.2.11 Contractor to be solely responsible for site clean-up on a daily basis. An unclean/unsafe site will be the responsibility of the contractor to correct, and ultimately responsible for cleanliness of the site and surrounding areas (hallways/corridor). Other prime contractors will be responsible for cleaning of their material, but this contractor will be responsible for general cleaning. General trades/coordinating contractor shall notify other primes of daily cleaning requirements and bring to JJC attention should other primes cleaning requirements become problematic.
- 2.2.12 The contractor shall provide a spontaneous safety check of the entire site (including observation of subcontractors and other prime contractors) when directed by the JJC project manager twice monthly. The general trades/coordinating contractor will have their safety representative provide a written report of any near misses, accidents and/or violations. This report will be used for weekly coordination and progress meetings for discussion under the safety topic.
- 2.2.13 Carpet tile shall be provided by JJC and installed by this contractor. Contractor will be responsible for picking up carpet tiles from the JJC facilities building located on the north side of campus. Unused carpet tiles shall be brought to the storage area in the facilities building by the contractor. Contractor to provide carpet glue per the manufacturer's recommendation. Carpet tile to be installed in a ¼ turn pattern. Wall base to be provided and installed by contractor.
- 2.2.14 Contractor to provide and install VCT tile in accordance with drawings and specifications. VCT flooring shall be cleaned and prepped for wax ready condition. Waxing of floors (material and labor) to be by JJC personnel. Contractor to coordinate with JJC for floor wax install into schedule prior to furniture delivery and install (by JJC).
- 2.2.15 Contractor to provide a minimum of (2) two temporary toilets on the west side of G bldg. and increase if tradesman population warrants, with a minimum of 1

- service weekly for the duration of the project. Interior restrooms are for students, staff and faculty use, and are not to be used by the contractors' personnel.
- 2.2.16 Contractor to remove all excavation spoils (if any) from inside bldg. off site (no storing spoils on JJC property).
- 2.2.17 Contractor shall coordinate deliveries with his subs. Deliveries made to JJC receiving area may or may not be accepted. Deliveries will be turned away during non JJC working hours. JJC will not unload contractor deliveries with their forklift, deliveries will be redirected to the contractor. Contractor will not be compensated for extra charges if deliveries are turned away.
- 2.2.18 Contractor shall perform final cleaning of masonry work in accordance with the specifications. Protect other material and areas during cleaning, and clean other material and areas of cleaning residue.
- 2.2.19 Contractor to provide an as-built survey to verify that masonry openings will accept door and/or window systems within allowable tolerances.
- 2.2.20 General contractor to provide all final cleaning of the entire project. It shall include, but not be limited to:
  - Vacuuming carpeted areas including any mats
  - Sweep and mop all interior VCT or hard surface floors according to manufacturers' recommendations.
  - Wipe down base boards (rubber, wood or other).
  - Wipe down all railings
  - Wipe down all countertops, backsplashes, shelving and flat surfaces.
  - Wipe down all door frames and doors.
  - Wipe down all hanging light fixtures (if any)
  - Wipe all plumbing fixtures such as sinks, faucets, mirrors, etc.
  - Clean and wipe all fire extinguisher cabinets.
  - Clean all windows
  - Wipe down any surfaces/fixtures mounted to walls.
  - If not listed above, clean it if it requires cleaning prior to owner acceptance.
  - Any areas outside of this project area that became damaged (i.e. wall dents or scratches, etc) or dirty as a result of this project shall be repaired and cleaned.
- 2.3 Any demolition required that is not related to mechanical, electrical or plumbing work as part of this project falls under the scope of the general trades contractor. General trades contractor to provide dumpsters for their demolition as well as all prime contractor demolition. This includes providing any necessary concrete dumpsters as a result of interior trench excavating.
- 2.4 Existing floor tile at existing locker room areas contains a 3" mud set under the tile that must be removed. This contractor to determine means and methods of removing and

- disposing the existing tile and mud set. Once all new underground plumbing and electrical (by other prime contractors) are complete, this contractor will pour the new concrete floor.
- 2.5 Any interior floor trenches made by the other prime contractors (i.e. underground plumbing and electrical, etc.) shall be backfilled and prepped for new concrete pour by the respective prime contractor. However, actual pouring of the trenches shall be by the general trades/coordinating contractor. The general trades/coordinating contractor shall review ALL drawings to determine extent and routing of new proposed underground utilities that will require trenches to be poured. General trades/coordinating contractor shall review trench backfill performed by other prime contractors and shall notify them of any required corrections prior to concrete pour. Any compaction testing required by specs will be the responsibility of the prime contractor backfilling the trench.
- 2.6 If there are multiple mobilizations required during demolition, the cost shall be considered incidental to performing the required work. General trades/coordinating contractor shall coordinate and schedule the demolish process with other prime contractors on site.
- 2.7 Any shutting down of utilities during the demolition process that affect operations outside of the project area shall be coordinated with JJC a minimum of 72 hours in advance.
- 2.8 General trades/coordinating contractor shall coordinate fire alarm shut down with the electrical prime and JJC.
- 2.9 General trades/coordinating contractor shall provide for all necessary fire stopping of wall penetrations as a result of their scope of work.
- 2.10 General trades/coordinating contractor to install masonry walls before hollow metal frames are delivered. If called for in the specs, all grouting of metal frames, bolt holes patched, primed and painted by this contractor. If necessary, coordinate with electrical contractor for pulling of door access cable into door frames before grouting.
- 2.11 General trades/coordinating contractor responsible for providing and installing all toilet and bath accessories including but not limited to partitions, grab bars, mirrors, electric hand dryers, toilet tissues dispenser, sanitary napkin dispensers, etc.
- 2.12 In addition to any allowance shown on the bid form, include an additional 80 man hours for miscellaneous touch-up painting, maintenance, repairs and light carpentry work that may be directed by JJC. Supply normal brushes, hand tools, brooms, sweeping compound, shovels, drills, saws, wheelbarrow, etc. within your base bid. Pease note, this additional man hours and tool use will not be for the contractors use during punch list or any other scope related items with this bid package. Man hours expended for this allowance shall only be approved by JJC tracked on a T&M basis. Any unused hours will be deducted at the end of the project via change order.
- 2.13 General trades/coordinating contractor shall review all means of building access and make provisions to ensure equipment provided as part of this bid package will fit through permanent doorway or structure.

- 2.14 Any required abatement of hazardous material will be conducted by JJC prior to the start of the project. This contractor must notify JJC immediately of any suspect material.
- 2.15 If any projector screens are shown on the plans. they will be provided by JJC and installed by contractor. Locations of the screens shall be closely coordinated with locations of projectors and shall be directed by the JJC media department. Do not install screens without exact location approval from JJC. Should relocation of screens be necessary, it will be at contractor's expense if locations are not coordinated and documented by contractor.
- 2.16 Any monitors shown on the plans will be provided by JJC. This contractor shall mount the monitors (power/interface connections by others). Wall brackets will be provided by JJC. Contractor to coordinate location of monitors with JJC, and ensure wood bracing is installed in framing prior to gyp brd. install.
- 2.17 Door frames with card readers are to be prepped for a Von Duprin 6211 electric strike.

  Door frames should have ½" diameter hole drilled 42" AFF on card reader side of frame.

  Doors with panic devices shall be prepped per the door schedule hardware.
- 2.18 Electric strikes will be provided by JJC. This contractor to coordinate the banana cable termination of the strikes with the electrical contractor. General trades contractor to install strike in frame upon termination by electrical contractor.
- 2.19 Electrified panic hardware will be provided by JJC. This contractor to coordinate the banana cable termination of the panic device with the electrical contractor. General trades/coordinating contractor to install panic device upon termination by electrical contractor.
- 2.20 The IDF/Door Access closet shall have min. ½" fire rated plywood installed floor to ceiling over gyp. brd. on wall opposite the door and one adjacent wall. Coordinate with JJC IT and maintenance during weekly project meetings.

#### 3.0 PROJECT MANAGEMENT/DOCUMENT CONTROL

3.1 Joliet Junior College will provide Smartsheet for project management/document control platform for this project for the management of RFI's, submittals, project status reports, material procurement log, meeting minutes, etc. General Trades/coordinating contractor shall update all required documents for each weekly meeting (refer to paragraph 5.0 for document and meeting requirements). The use of Smartsheet is no cost to the contractor. However, if contractor is not familiar with utilizing Smartsheet, they will not be compensated for any training time. Contractor responsible for becoming familiar with Smartsheet at their own cost.

#### 4.0 SCHEDULE

4.1 Contractor to submit a construction schedule with all related sub tasks, milestones, etc. as part of the preconstruction meeting with JJC that meets or improves JJC's schedule

(included in bid documents as part of this bid package). This schedule is to be updated/detail expanded and reviewed at each weekly progress meeting.

#### **5.0 WEEKLY PROJECT MEETINGS**

- 5.1 The general trades/coordinating contractor will conduct weekly project meetings and all documentation with pertinent prime and other sub-contractors, the A/E and JJC team members in attendance. This meeting may be conducted via Microsoft Teams (not Zoom) should an in person meeting not be conducive due to the corona virus pandemic. Should in person meetings be conducted, JJC will provide space for proper social distancing.
- 5.2 Weekly meetings shall include prior week Meeting Minutes, Agenda, Project Status Report (PSR), Gantt Chart Schedule, RFI Log, Submittal Log, Material Procurement Log (all items with more than a 1 week lead time).
  - 5.2.1 Meeting Minutes The meeting minutes document is to be created/developed by the contractor within Smartsheet, and is to include attendee's name, company represented, phone and email contacts. It shall include an executive summary and bullet points of the meeting, safety discussion topic covering PPE, hazards, accidents, and near misses. Meeting minutes document should also be inclusive of action items with responsible party and due dates that are miscellaneous separate topics from RFI's, submittals and material procurement. The meeting minutes document shall be completed and distributed by the end of the next business day.
  - 5.2.2 Agenda Contractor to provide an agenda for every meeting. This agenda should, as a minimum, cover the topics of previous meeting minutes questions or corrections, progress update/schedule review (the PSR document and Gantt Chart), safety related items of PPE, hazards, accidents, etc. Review of RFI Log, Submittal Log, Material Procurement Log, miscellaneous items for question or discussion. The first meeting at the beginning of each month should have the last agenda item as review of contractor pay application. This weekly agenda shall be distributed a minimum of 24 hours prior to the weekly meeting date. Contractor is to reach out to all project stakeholders prior to preparing a weekly agenda to see if they need to add a discussion topic for that week.
  - 5.2.3 Project Status Report Contractor is to provide a weekly Project Status Report (PSR) that documents all activities completed the previous week, should include a two-week look ahead of activities, and expected deliverables in the next ten days. Joliet Junior College PSR document within Smartsheet to be used.
  - 5.2.4 Gantt Chart Contractor to provide an updated Gantt chart schedule at each meeting that shows the schedule completing on time or ahead of JJC schedule provided in bid documents. Contractor to review schedule with detailed explanation of any changes to the schedule.
  - 5.2.5 RFI Log Contractor to maintain a Request for Information (RFI) Log. Joliet Junior College RFI document within Smartsheet to be used.

- 5.2.6 Submittal Log Contractor to maintain a Submittal Log. Joliet Junior College submittal log within Smartsheet to be used.
- 5.2.7 Material Procurement Log Contractor to maintain a Material Procurement Log for any item with more than a one week lead time. Joliet Junior College material procurement document within Smartsheet shall be used.

#### **6.0 PROJECT CLOSEOUT**

- 6.1 Contractor to ensure the following are complete as part of the project close out process:
  - 6.1.1 All as-built drawings/documents are complete. As-builts must be turned over in PDF or AutoCAD format. No hard copy, hand written notes on drawings/documents will be accepted.
  - 6.1.2 All Operations & Maintenance manuals have been provided to JJC. All training has been completed with contacts of who and when to call.
  - 6.1.3 Any and all potential energy rebate forms submitted.
  - 6.1.4 All warranties have been reviewed and provided.
  - 6.1.5 Obtain all final unconditional final lien waivers from subs and suppliers.
  - 6.1.6 Certificate of substantial completion issued for start of warranty.
  - 6.1.7 Completed punchlist documentation.
  - 6.1.8 All close-out documents are well organized and provided in a project manual as well as submitted electronically.

#### 7.0 GENERAL PROVISIONS

- 7.1 Each trade contractor shall field verify all existing conditions as required prior to commencing any work and shall make whatever modifications necessary to facilitate the installation of new work. This trade contractor shall immediately notify the JJC in writing of his findings, especially upon finding unsatisfactory conditions that may affect his work and the quality of the work of others.
- 7.2 This trade contractor shall be responsible to maintain an accurate record of deviation and changes in the work and reasons thereof. JJC and/or the A/E may elect to review the status of these documents on a monthly basis. Failure on the part of the trade contractor to maintain As-Built Documents will be cause to reject the trade contractors' monthly payment application request in part or in total until the condition is corrected and the record documents are updated to reflect site conditions.
- 7.3 Where the General Requirements or the Technical Specifications indicate that the trade contractor will be "directed by" or "as indicated or designated by" the Architect, all such directions, indications and/or designations, etc. shall be through the JJC Project Manager only. Any work performed by the trade contractor directed by anyone other than the JJC

- Project Manager shall not be an added cost to the trade contractor's contract, and may be subject to rework at the expense of the offending trade contractor(s).
- 7.4 Any required surveying or construction staking needed to perform this trade contractors work shall be at the expense of the trade contractor. Any surveying consultants that may be hired by a trade contractor must meet the requirements of the project labor agreement.
- 7.5 The campus can be an extremely busy site. Traffic patterns can be very congested at times and parking lots can fill up quickly. Extreme caution shall be used at all times when entering an exiting the site. Tradesman shall not "cone-off" their parking spaces if they need to leave the site and come back. Trade contractor is to communicate to all their tradesman of a "student first" mentality.
- 7.6 JJC shall employ a testing agency if/when necessary. This trade contractor shall conform to any testing requirements that may be identified within the contract documents. Trade contractor to provide a minimum 48 hour notice to the JJC Project Manager prior to date testing agency needs to be on site to perform tests.
- 7.7 Alternate #1 and Alternate #2 are for the Sally Port and Vehicle Storage additions to the south of 'G' Building. The general trades/coordinating contractor shall coordinate all work with his subs as well as the other prime contractors for these alternates. The general trades contractor scope of work for the alternates shall be inclusive of all work with the exception of mechanical, electrical, plumbing, mechanical, fire alarm and temperature control (BAS). However, the coordination effort of those prime contractors is the responsibility of the general trades contractor.

#### **8.0 ADDITIONAL PROVISIONS**

- 8.1 All work under this section 8 "Additional Provisions" applies to Alternate #1 and Alternate #2 for the Sally Port and Vehicle Storage additions to the south of 'G' Building, as well as the base bid interior renovations if it applies.
- 8.2 General trades/coordinating contractor to provide complete site work, grading, paving, excavation, backfilling, etc. Include all sub-grade prep, any required compaction, proof rolling, granular fill, etc. Include all necessary protection for work (barricades, blankets, etc.). Provide all excavation, compaction, backfilling, spoil removal, dewatering, filter fabrics, patching, etc. as may be required. Protect any trees that may be in the drip line of heavy vehicle traffic and construction. Grade the working surface so it slopes away from the building towards a swale or existing drainage structure.
- 8.3 All spoils and excavated material is the responsibility of the general trades contractor. This includes providing the necessary sample testing of soil for approval to haul-off for typical landfill disposal.
- 8.4 General trades/coordinating contractor shall provide any required silt fencing and inlet protection. Include maintenance (repair and replacement) of the silt fence for the duration of the project. Remove silt fence and repair area at the completion of the project. Silt Fence shall be installed per document details and requirements.

- 8.5 General trades/coordinating contractor shall comply with all erosion control measures defined in the contract documents. The contractor shall comply with all testing requirements according to contract documents. Provide qualified personnel who shall inspect the following:
  - a. Disturbed areas of the construction site which have not been stabilized with impervious materials or vegetative ground cover.
  - b. Structural control measures (i.e. Silt Fence, Grate Fabric, etc.)
  - c. Off-site roads and on-site pavements which the contractors vehicles and/or equipment operate.
  - d. Such inspections shall be conducted at least once every 7 calendar days and within 24 hours of the end of a storm event that has 0.5 inches or more of precipitation.
  - e. All inspections shall be in conformance with any storm water pollution prevention plan inspection requirements that may be in place.
- 8.6 Should Alternate #1 and Alternate #2 be accepted by JJC, general trades/coordinating contractor to provide and install temporary 6 foot chain link fencing and any required gates (to be determined by contractor). Provide a combination lock and chain for security. Combination to this lock shall be shared with JJC maintenance and campus police personnel. Contractor shall provide all maintenance required for fencing, gates, posts, etc. for the duration of the project, and shall remove all at completion of project. Any reconfiguration of fencing, gates or posts required during construction shall be at the cost and responsibility of this contractor
- 8.7 This contractor to provide all moisture content testing on all sub-surfaces to receive this trade contractors work. JJC to be notified verbally immediately and in writing within 24 hours of all tests that are above the specified limits.
- 8.8 This work is to include site restoration and finish grading around Alternate #1 and Alternate #2, including a granular edge at sally port and vehicle storage perimeter, all topsoil, fine grading, provide and install contractor grade seeding blankets, etc.
- 8.9 JJC provides on-site utility locates around the Sally Port and Vehicle Storage areas (Alt. #1 & #2). Contractor to provide JJC with a minimum 1 week notice to allow for scheduling of utility locates. Contractor to work cautiously around all existing utilities that are remaining or relocated within the extents of the work area. This contractor will be responsible for maintaining and protecting, including winter protection if necessary, these utilities during construction.
- 8.10 Contractor to include all necessary cold weather protection for Alt. #1 and Alt. #2. Protect existing footings/foundations, piping, etc. which become exposed as a result of this contractors work.
- 8.11 Alternate #1 and Alternate #2 intersects with an existing building. This contractor is responsible to field verify all existing conditions prior to commencing work and shall make whatever modifications necessary to facilitate the installation of new work. Contractor shall immediately notify the JJC Project Manager in writing of findings, especially upon finding unsatisfactory conditions that may affect his work and the quality of work of other prime

- contractors. Any rework due to improper or lack of field verification will be at this contractors own expense.
- 8.12 This contractor shall make arrangements with the JJC Project Manager for any outdoor staging or storage provisions prior to mobilization. All areas disturbed by this action shall be returned to original condition at no expense to owner.
- 8.13 Any material or spoils shall be removed on a daily basis. Stockpiling of debris on the site for later removal will not be permitted.
- 8.14 All backfill and fill material is to be provided by the general trades contractor. All backfill shall be per the specifications and in accordance with the contract documents.
- 8.15 This contractor shall provide all perimeter drain tile if called for in the contract documents.
- 8.16 This contractor shall install all embeds, anchor bolts, etc. as shown on the drawings and as provided by others. All supplementary materials including but not limited to epoxy, non-shrink grout, etc. required for a complete install shall be provided by this contractor.
- 8.17 This contractor shall provide all labor and materials to make tie-ins between the new foundation and existing foundation.
- 8.18 This contractor is to include any selective demolition or modifications of a portion of the existing building at the point of connection between the existing building and new construction including temporary support, temporary wall or door in-fills.
- 8.19 Any concrete slabs are to be poured to pitch towards floor drains. Floors that do not pitch properly shall be re-worked at the contractors' expense.
- 8.20 Coordinate all concrete pours with the JJC Project Manager as well as other prime contractors.
- 8.21 This contractor shall identify areas of recently poured concrete by flagging, barricading or other means to clearly identify wet concrete. Damage caused to concrete at areas not properly protected shall be this contractors' responsibility to repair at their expense.
- 8.22 Contractor to include any necessary hoisting, conveying or pumping of concrete if required.
- 8.23 Contractor to provide a wash-out station for concrete trucks. Trucks are not to wash out and leave debris on JJC property.
- 8.24 This contractor to provide cleaning and sealing of any concrete floors if required per the contract documents.
- 8.25 As part of this contractors coordination efforts, confirm with other prime contractors for any sleeves, access panels or other openings that need to be accounted for prior to pouring concrete. Any corrections necessary after pour shall be at the expense of this contractor.

- 8.26 The general trades/coordinating contractor shall coordinate with the JJC Project Manager for the delivery, storage, crane pick points, and laydown areas for any structural steel, joists, metal deck material, roofing material, etc. Any access, erection, cribbing, pads, mat, ramps, etc. required for cranes, hoists, etc. shall be provided, maintained and removed by this contractor. This requirement shall include all mats which will be required for equipment movement on-site under wet conditions, foul weather or poor soil conditions.
- 8.27 Should construction take place during winter weather, this contractor will be responsible for clearing/snow removal around the job site for required logistics and safety.
- 8.28 This contractor to provide any necessary temporary handrails, guardrails, stairs, ramps, etc. for access and safety necessary during the construction process and shall remove/dispose same at end of project.
- 8.29 This contractor shall install any fireproofing on to steel if called for in the specifications, and shall exercise care if making any attachments to any fireproofing that may be on steel. Negligent and/or excessive removal of fireproofing shall be repaired/restored at this contractor's expense.
- 8.30 Should construction of alternate #1 and alternate #2 take place during winter conditions, contractor to install a temporary 2-ply torch down roofing system until such time weather dictates the permanent roofing system can be installed. Contractor responsible for keeping inside area watertight as to not impact on-going interior construction during winter months.
- 8.31 Contractor to install eifs when weather conditions allow or provide cold weather protection (refer to construction schedule in bidding documents).

#### 9.0 FIRE PROTECTION

- 9.1 Alternate bid #1 for the Sally Port Addition and alternate bid #2 for Vehicle Storage Addition shall be inclusive of all fire protection work as the responsibility of the general trades/coordinating contractor. The work shall include all labor, materials, equipment and related items necessary to complete all of the work defined in this scope of work. Any other items in this section that apply to base bid shall be included in the general trades/coordinating contractor scope.
- 9.2 Perform complete all fire protection work including complete fire sprinkler systems including but not limited to all piping, supports, sprinkler heads, standpipes, fire department connections, alarm system devices, control stations, automatic air compressor, detailed design, permits, testing and commissioning. Provide all equipment, fixtures, piping, specialties and accessories required for a complete installation. The general trades contractor shall provide any offsets or accessories not shown on the drawings or specifications but required for a proper and complete installation of the fire protection work.
- 9.3 Furnish and install all fire extinguisher cabinets and fire extinguishers.

- 9.4 Provide complete sprinkler coverage as required by NFPA 13. Refer to architectural ceiling plans and fire protection sprinkler layout plans for ceiling layout, materials, elevations, etc. Any soffits or architectural details shall be sprinkled as required.
- 9.5 The general trades/coordinating contractor shall be responsible for connecting and extending the water supply main for fire protection from the existing main on campus (location of tie-in as shown on the documents). All penetrations patching, caulking (regular and/or fire rated), firesafing, etc. shall be included as part of this scope.
- 9.6 This scope shall include performing all flushing/disinfecting and testing of the complete fire protection piping system. All testing shall be coordinated with the JJC project manager and maintenance supt.
- 9.7 Provide additional sprinkler heads under duct work, suspended mechanical units, interior stairs, landings, or other obstructions as required to meet applicable codes.
- 9.8 Provide any required water flow switches, monitor switches, tamper switches, and pressure switches. Accommodate, coordinate and assist connection to fire alarm system with the Electrical/Fire Alarm Trades contractor. Final electrical connections to these devices will be by the electrical contractor.
- 9.9 Field verify the water pressure available as required and/or necessary to engineer the fire protection system.
- 9.10 Provide all control panels for fire protection equipment included in this Scope of Work. Control panels for fire protection equipment shall have the capability to interface with the Direct Digital Control System as indicated in the design documents.
- 9.11 Furnish and install all motors for equipment furnished under this bid package. Furnish and install motor controllers, starters, and disconnect switches not provided under Division 260000 but required for any equipment installed as part of this bid package. The general trades/coordinating contractor shall provide all control conduit and wiring including, if necessary, conduit from starters to equipment if the starter is mounted apart from the equipment it serves. Provide any other interconnecting control conduit and wire required for a complete installation for any equipment installed as part of this bid package.
- 9.12 Provide all gauges and flow elements associated with the fire protection system and equipment installed as part of this bid package.
- 9.13 Provide all factory testing as specified in the technical specifications. All test data shall be submitted to the JJC project manager and maintenance supt.
- 9.14 Participate in the Commissioning Process as required for equipment/systems included in this bid package. Provide additional copies of approved submittals and shop drawings for the use of the Commissioning Authority
- 9.15 This Trade Contractor will be responsible for providing layout, installation and coordination of all concrete housekeeping pads required for their scope of work, whether or not shown on the drawings.

- 9.16 Provide all piping and equipment identification as required in the design documents for this Scope of Work
- 9.17 Provide all sleeves and escutcheons required for this scope of work.
- 9.18 Include all caulking and sealants associated with this work and between adjacent work.
- 9.19 Provide all means of support and attachments to the structure for the fire protection work, including any trapeze hangers to clear ductwork or other interference. Provide all miscellaneous steel supports which are not shown on the project drawings, but which are required to complete the work of this bid package; include primer and touch-up. This Trade Contractor shall furnish all blocking (wood or other) backing, supports and attachments for all your devices, panels and fixtures back to the structure.
- 9.20 Provide firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the contract documents and local and state codes and where necessary to ensure the integrity of rated walls and floors. Review the architectural drawings to determine the fire rating of partitions.

**End of General Trades/Coordinating Contractor Scope of Work Document** 



# CAMPUS POLICE RENOVATION BID PACKAGE #2 - MECHANICAL/TEMPERATURE CONTROLS TRADE CONTRACTOR - SCOPE OF WORK

#### 1.0 OVERVIEW OF THE PROJECT

1.1 General Project Information

Joliet Junior College is renovating approximately 12,000 square feet of existing space within the first floor of the G bldg. for Campus Police. The construction of this project is to be completed through a public bid process with multiple prime contract bid packages (General Trades, Mechanical/Temperature Controls, Electrical/Fire Alarm, Plumbing). For the duration of this document the term "contractor" shall be interpreted to mean the Mechanical/Temperature Control Trades Contractor and/or any subcontractor that falls under contract of the Mechanical/Temperature Control Trades Contractor. Ultimately, the Mechanical/Temperature Control Trades Contractor is responsible for a complete project consisting of all required material, equipment and labor that falls within the drawings, specs related to this scope of work document.

#### 2.0 SCOPE OF WORK OVERVIEW

2.1 Mechanical/Temperature Controls Trade Contractor Requirements

The Mechanical/Temperature Controls contractor (may be referred to as "mechanical/TC contractor" or "contractor" in this document) shall be the prime contractor for all HVAC, Mechanical and Temperature Controls Work. This contractor shall coordinate his work through the General Trades contractor. This contractor will provide all scheduling info necessary for their work to the General Trades contractor for the development of an overall project schedule. This contractor shall assist and coordinate his schedule info with the General Trades contractor to ensure no work is installed out of sequence. The General Trades contractor will champion the project, lead weekly meetings with the owner, A/E, and a member of the mechanical/temperature controls contractor in attendance. Joliet Junior College is not providing the coordination and/or construction sequencing of any prime contractors that fall under the coordination of this contractor or the general trades contractor. Card access, security cameras, furniture will be provided and installed by JJC under separate contract.

- 2.1.1 This project will require two (2) phases. Phase I will consist of the campus police demolition and remodel while leaving the existing dispatch area in service. This existing dispatch area becomes the fitness office area that will be completed as Phase II (refer to the construction drawings that clearly define Phase I and Phase II). Prior to demolition starting for Phase II, JJC will separately contract for any remediation/abating work required in the area. No personnel will be allowed in or around this area during the remediation/abating process (1 week). Any remobilization/phasing costs are to be considered part of the contractors base bid. The mechanical/temperature controls trade contractor shall be responsible for providing any necessary temporary heating and cooling within the existing campus police dispatch office space while it is occupied during phase I. Means and methods for this heating and cooling to be determined by contractor.
- 2.1.2 All work to be completed in strict accordance with the drawings and specifications. Existing conditions are to be field verified and taken into consideration that the mechanical/temperature controls contractor is

competent to provide a finish product as intended by the project design and this scope of work. Unknown concealed conditions are an acceptable means to an adjustment to scope. However, any existing condition that is viewable during the bid process will be the responsibility of the mechanical/tc contractor.

- 2.1.3 This Mechanical/Temperature Controls Trade Contractor Bid Package #2 shall include this scope of work, all specifications and drawings with the <u>exception</u> of any work related to the General Trades, Plumbing, Electrical/Fire Alarm bid packages.
- 2.1.4 This bid package shall include all required insulation that applies to HVAC ductwork and mechanical related piping.
- 2.1.5 Perform all temperature control work including but not limited to DDC sensors, transducers, relays, switches, data communication network and all associated control wiring and conduit systems. Furnish and install al ductwork accessories including but not limited to, automatic dampers, air flow stations, terminal unit controls, control valves, control devices, flow switches, flow meters, and pressure/temperature wells and sockets. Johnson Controls shall be the temperature controls subcontractor.
- 2.1.6 Provide interface with the fire alarm system, including all necessary wire and conduit as required to activate the shutdown of air handling units upon receipt of signals from the fire alarm system. Participate in the testing and start-up of the fire alarm systems to ensure proper operation of all interfaces and participate in the troubleshooting of systems functions if necessary.
- 2.1.7 This contractor shall provide interface of fire alarm system, lighting control system and other building control systems as BAS, including necessary wire and conduit.
- 2.1.8 Provide all control panels for mechanical equipment included in this scope of work. Control panels for mechanical equipment shall have the capability to interface with Direct Digital Control System as indicated in the design documents.
- 2.1.9 Install all heat and smoke detectors provided by others (Electrical/Fire Alarm Trade Contractor). This contractor shall furnish control wiring for fan shut down.
- 2.1.10 Provide all testing, adjusting, and balancing required for the ductwork system, the mechanical piping system, and all equipment included in this bid package. Provide additional dampers required to balance the system and for proper operation of the system at no additional cost. Repair all system defects, detected during balancing in a timely fashion so as not to delay the completion of the testing and balancing work. Provide all testing and balancing reports to the JJC Project Manager.

- 2.1.11 Participate in any commissioning process that is required for equipment/systems included in this bid package. Provide copies of approved submittals and shop drawings for the use of the commissioning authority.
- 2.1.12 Provide all ductwork, piping and equipment identification as required in the contract documents for this scope of work.
- 2.1.13 Coordinate all duct work, equipment and piping layout with the other prime contractors as to not interfere with the installation and operation of each others work.
- 2.1.14 Provide any sleeves required for this scope of work and coordinate with general trades contractor for proper sequencing and installation.
- 2.1.15 Include all caulking and sealants associated with this scope of work.
- 2.1.16 Provide all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the specifications.
- 2.1.17 Provide all testing and start-up of the equipment provided in this bid package. Coordinate this start-up with the JJC Project Manager for scheduling of maintenance personnel to be in attendance during start-up.
- 2.1.18 Because of congestion and tight coordination needed for above ceiling ductwork, plumbing, piping, fir alarm, electrical work, data and door access cable runs, schedule will be critical. Drywall partition tops will need to be installed prior to the above ceiling ductwork, plumbing, piping, electrical work in a large portion of the project. Layout on the floor the wall opening penetrations and install sleeves as necessary so the drywall work can proceed prior to the above ceiling ductwork, plumbing, piping, electrical. If holes must be cut in partitions, this contractor will be responsible to patch and sound/fire seal the penetrations.
- 2.1.19 If interior temps drop below 60 deg. f, this contractor shall provide means and methods for providing temporary heat within the limits of the construction area. This contractor shall provide means and methods to provide temporary heat for alternates #1 and #2 if accepted.
- 2.1.20 If multiple mobilizations are required by the mechanical/tc contractor, or any of the other prime contractors as a result of the mechanical/tc scheduling/sequencing efforts that are not coordinated through the General Trades contractor, all costs associated to multiple mobilizations that were not planned will be at the expense of the mechanical/tc contractor.
- 2.1.21 Should the plans, specifications or this scope document disagree in themselves or with each other, the contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum or the contract.

- 2.1.22 There will be no permit process or inspections by the City of Joliet. However, if any of this contractors work requires inspection by the state fire marshal or plumbing inspector, it will be their responsibility to call and coordinate those inspections.
- 2.1.23 It is the mechanical/temperature control contractors' responsibility to share this scope of work, <u>all</u> drawings and specifications with their sub-contractors during the bid process and construction. The mechanical/tc contractor is ultimately responsible for his bid and will not be given a change order in cases where one discipline may show up on another disciplines drawing or spec. For example, the electrical or plumbing drawings may show an item that requires mechanical work that is not shown on the mechanical drawings, but will still be the responsibility of the mechanical/tc contractor, and will not result in a change order because they or their pertinent sub-contractor did not review <u>all</u> drawings and account for it.
- 2.1.24 Contractor shall furnish all shop drawings, catalogue cuts, or any other necessary submittals within ten (10) days of award of contract for architect's review/approval. Shop drawings that take longer to develop shall be coordinated with owner and A/E. This contractor shall upload all submittals to Smartsheet. This master submittal log in Smartsheet will contain the submittals of all prime contractors, and will be the responsibility of the general trades contractor to review this submittal log at each weekly meeting.
- 2.1.25 If it applies to this bid package, the contractor will be responsible for any through-wall, through-floor and/or through roof penetrations related to their scope of work. If this work will impact the operation of adjacent classrooms, the contractor shall notify the owner prior to starting any of this work for coordination of proper scheduling. Any floor or roof penetration will require ground penetrating radar to verify and locate existing post tension cables running through existing floors or walls (existing ground floor slab does have post tension cables). Any cost associated to locating the post tension cables as part of this scope shall be the responsibility of the mechanical/tc contractor.
- 2.1.26 The contractors' personnel shall comply with Joliet Junior College requirements of mandatory orange or yellow safety vests (no offensive messages or graphics), hard hats, safety glasses, safety shoes worn at all times. Mechanical/TC contractor shall submit their safety plan to JJC and shall be maintained on site for the duration of the project.
- 2.1.27 Due to the Covid-19 pandemic, all contractor personnel will be required to have their temperature taken at the monitoring station near the entrance to the G building (near the planetarium) on a daily basis. Everyone will be required to wear a mask while on site, no exceptions will be allowed. Social distancing must be practiced when possible.
- 2.1.10 No on-site office space will be provided for the mechanical/tc contractor. If office space is needed, the contractor shall provide an office trailer on the west side of G bldg. and shall be responsible for running any utilities at their expense.

The area around the construction trailer returned to original condition at contractors expense.

- 2.2 Except as otherwise expressly provided herein, the contractor shall supply all adequate and competent labor, supervision, tools, equipment, materials, services, testing devices, and each and every item of expense necessary for complete installation according to the contract documents, including but not limited to:
  - 2.2.1 The contractor shall provide all required labor and material expenses to provide a safe working environment in accordance with all OSHA requirements whether called for in drawings, specs or not.
  - 2.2.2 Any interior trenches required by this contractor for any underground utilities shall be backfilled and prepped ready for concrete pour. Any required compaction testing listed in the specs shall be the responsibility of this contractor. The actual concrete pouring of the trenches shall be the responsibility of the general trades/coordinating contractor. This contractor shall coordinate and schedule any required interior trenching with the general trades/coordinating contractor. Any issues the general trades contractor finds with back filled trenches shall be corrected by this contractor.
  - 2.2.3 Should the mechanical/tc contractor be required to saw-cut and remove any existing concrete floor for any of their work, they should provide ground penetrating radar for the location of existing post tension cables running through the existing slab. Care shall be taken during the concrete demolition process as to not cut any of these cables.
  - 2.2.4 The contractor will provide finish floor protection, as well as protection of any other surfaces that may get damaged or scratched if bringing equipment through the existing building into the construction zone.
  - 2.2.5 Should an exterior/outdoor staging area for material or equipment be necessary, the contractor is to provide chain link fencing around the perimeter and shall be responsible for security. The location of this staging area will be in close proximity to the project, and is to be coordinated with JJC staff.
  - 2.2.6 The contractor shall be responsible for cleaning and sweeping of dirt/mud from parking lots and roadways at anytime construction activity from the site creates such hazard (hauling out excavated spoils, etc.) from their work.
  - 2.2.7 The contractor shall restore all adjacent landscape areas that may be disturbed from their construction activities (including, not limited to replace trees, bushes, repair ruts, place grass seed, etc.).
  - 2.2.8 The general trades/coordinating contractor will provide all dumpsters required for the project. The mechanical/tc contractor will provide their own trash cans and/or trash gondolas and shall empty them into the general trades provided dumpsters.

- 2.2.9 Contractor to be solely responsible for site clean-up of their debris on a daily basis. An unclean/unsafe site will be the responsibility of the contractor to correct, and ultimately responsible for cleanliness of the site and surrounding areas (hallways/corridor) of their debris. Other prime contractors will be responsible for cleaning of their material. General trades contractor shall notify other primes of daily cleaning requirements and bring to JJC attention should this contractors' cleaning requirements become problematic. JJC will back charge this contractor for cleaning if necessary. This contractor shall be responsible for their tradesmen debris (lunch bags, cups, etc.).
- 2.2.10 The contractor shall provide a spontaneous safety check of the entire site when directed by the JJC project manager twice monthly with the general trades contractor in attendance. The general trades contractor will have their safety representative provide a written report of any near misses, accidents and/or violations. This report will be used for weekly coordination and progress meetings for discussion under the safety topic.
- 2.2.11 Contractor to remove all excavation spoils (if any) from inside bldg. off site (no storing spoils on JJC property).
- 2.2.12 Contractor shall coordinate deliveries with his subs. Deliveries made to JJC receiving area may or may not be accepted. Deliveries will be turned away during non JJC working hours. JJC will not unload contractor deliveries with their forklift, deliveries will be redirected to the contractor. Contractor will not be compensated for extra charges if deliveries are turned away.
- 2.2.13 Contractor shall perform final cleaning of their equipment (wiping down of air handlers, etc.)
- 2.3 Any demolition required that is related to existing mechanical or temperature controls as part of this project falls under the scope of the mechanical/temperature controls contractor. General trades contractor to provide dumpsters for all demolition for this contractor.
- 2.4 If there are multiple mobilizations required during demolition, the cost shall be considered incidental to performing the required work.
- 2.5 Any shutting down of utilities during the demolition process that affect operations outside of the project area shall be coordinated with JJC a minimum of 72 hours in advance.
- 2.6 Contractor shall ensure fire alarm is shut down prior to starting work. This shut down is to be coordinated with the general trades contractor, electrical/fire alarm trade contractor and JJC.
- 2.7 This contractor shall provide for all necessary fire stopping of wall penetrations as a result of their scope of work.

- 2.8 This contractor shall review all means of building access and make provisions to ensure equipment provided as part of this bid package will fit through permanent doorway or structure.
- 2.9 Any required abatement of hazardous material will be conducted by JJC prior to the start of the project. This contractor must notify JJC immediately of any suspect material.

#### 3.0 PROJECT MANAGEMENT/DOCUMENT CONTROL

3.1 Joliet Junior College will provide Smartsheet for project management/document control platform for this project for the management of RFI's, submittals, project status reports, material procurement log, meeting minutes, etc. The use of Smartsheet is no cost to the contractor. However, if contractor is not familiar with utilizing Smartsheet, they will not be compensated for any training time. Contractor responsible for becoming familiar with Smartsheet at their own cost.

#### 4.0 SCHEDULE

4.1 Mechanical/Temperature Control contractor to coordinate their schedule and sequencing with the General Trades contractor for their development of an overall project schedule. This contractor shall keep general trades contractor informed of schedule/sequencing updates. The overall schedule developed by the general trades contractor is to be updated/detail expanded and reviewed at each weekly progress meeting.

#### **5.0 WEEKLY PROJECT MEETINGS**

- 5.1 The general trades contractor will conduct weekly project meetings and all documentation with this contractor and the other prime contractors, the A/E and JJC team members in attendance. This meeting may be conducted via Microsoft Teams (not Zoom) should an in person meeting not be conducive due to the corona virus pandemic. Should in person meetings be conducted, JJC will provide space for proper social distancing.
- 5.2 Weekly meetings shall include prior week Meeting Minutes, Agenda, Project Status Report (PSR), Gantt Chart Schedule, RFI Log, Submittal Log, Material Procurement Log (all items with more than a 1-week lead time). This contractor will be providing information for RFI Logs, Submittal Logs, Material Procurement Logs (for material with more than a 1 week lead time).

#### **6.0 PROJECT CLOSEOUT**

- 6.1 Contractor to ensure the following are complete as part of the project close out process:
  - 6.1.1 All as-built drawings/documents are complete. As-builts must be turned over in PDF or AutoCAD format. No hard copy, hand written notes on drawings/documents will be accepted.
  - 6.1.2 All Operations & Maintenance manuals have been provided to JJC. All training has been completed with contacts of who and when to call.
  - 6.1.3 Any and all potential energy rebate forms submitted.
  - 6.1.4 All warranties have been reviewed and provided.

- 6.1.5 Obtain all final unconditional final lien waivers from subs and suppliers.
- 6.1.6 Certificate of substantial completion issued for start of warranty.
- 6.1.7 Completed punchlist documentation.
- 6.1.8 All close-out documents are well organized and provided in a project manual as well as submitted electronically.

#### 7.0 GENERAL PROVISIONS

- 7.1 Contractor shall field verify all existing conditions as required prior to commencing any work and shall make whatever modifications necessary to facilitate the installation of new work. This trade contractor shall immediately notify JJC in writing of his findings, especially upon finding unsatisfactory conditions that may affect his work and the quality of the work of others.
- 7.2 This trade contractor shall be responsible to maintain an accurate record of deviation and changes in the work and reasons thereof. JJC and/or the A/E may elect to review the status of these documents on a monthly basis. Failure on the part of the trade contractor to maintain As-Built Documents will be cause to reject the trade contractors' monthly payment application request in part or in total until the condition is corrected and the record documents are updated to reflect site conditions.
- 7.3 Where the General Requirements or the Technical Specifications indicate that the trade contractor will be "directed by" or "as indicated or designated by" the Architect, all such directions, indications and/or designations, etc. shall be through the JJC Project Manager only. Any work performed by the trade contractor directed by anyone other than the JJC Project Manager shall not be an added cost to the trade contractor's contract, and may be subject to rework at the expense of the contractor.
- 7.4 The campus can be an extremely busy site. Traffic patterns can be very congested at times and parking lots can fill up quickly. Extreme caution shall be used at all times when entering an exiting the site. Tradesman shall not "cone-off" their parking spaces if they need to leave the site and come back. Trade contractor is to communicate to all their tradesman of a "student first" mentality.
- 7.5 Alternate #1 and Alternate #2 are for the Sally Port and Vehicle Storage additions to the south of 'G' Building. The mechanical/tc trades contractor scope of work for the alternates shall be inclusive of all work with the exception of work required by the general trades, electrical/fire alarm, and plumbing bid packages. The contractor shall work with the general trades contractor for all scheduling/sequencing of the project. This contractor shall provide any necessary temporary heat during construction for alternate #1 and alternate #2. Means and methods of this temporary heat to be determined by this contractor.
- 7.6 This contractor shall make arrangements with the JJC Project Manager for any outdoor staging or storage provisions prior to mobilization. All areas disturbed by this action shall be returned to original condition at no expense to owner.

- 7.7 As part of this contractor's coordination efforts with the General Trades contractor, confirm any sleeves, access panels or other openings that need to be accounted for prior to pouring concrete. Any corrections necessary after pour shall be at the expense of this contractor.
- 7.8 This contractor shall exercise care if making any attachments to any fireproofing that may be on steel. Negligent and/or excessive removal of fireproofing shall be repaired/restored at this contractor's expense.

**End of Mechanical/Temperature Controls Scope of Work Document** 



# CAMPUS POLICE RENOVATION BID PACKAGE #3 – ELECTRICAL/FIRE ALARM TRADE CONTRACTOR - SCOPE OF WORK

#### 1.0 OVERVIEW OF THE PROJECT

1.1 General Project Information

Joliet Junior College is renovating approximately 12,000 square feet of existing space within the first floor of the G bldg. for Campus Police. The construction of this project is to be completed through a public bid process with multiple prime contract bid packages (General Trades/Coordinating Contractor, Mechanical/Temperature Controls Trade Contractor, Electrical/Fire Alarm Trade Contractor, Plumbing Trade Contractor). For the duration of this document the term "contractor" shall be interpreted to mean the Electrical/Fire Alarm Trade Contractor and/or any subcontractor that falls under contract of the Electrical/Fire Alarm Trades Contractor. Ultimately, the Electrical/Fire Alarm Trade Contractor is responsible for a complete project consisting of all required material, equipment and labor that falls within the drawings, specifications related to this scope of work document.

### 2.0 SCOPE OF WORK OVERVIEW

2.1 Electrical/Fire Alarm Trade Contractor Requirements

The Electrical/Fire Alarm Trade Contractor (may be referred to as "electrical/fa contractor" or "contractor" in this document) shall be the prime contractor for all electrical and fire alarm work. This contractor shall coordinate his work through the General Trades contractor. This contractor will provide all scheduling info necessary for their work to the General Trades contractor for the development of an overall project schedule. This contractor shall assist and coordinate his schedule info with the General Trades contractor to ensure no work is installed out of sequence. The General Trades contractor will champion the project, lead weekly meetings with the owner, A/E, and a member of the electrical/fire alarm contractor in attendance. Joliet Junior College is not providing the coordination and/or construction sequencing of any sub contractors that fall under the coordination of this contractor or the general trades contractor. Card access, security cameras, furniture will be provided and installed by JJC under separate contract. However, the data cabling for cameras and banana cable for door access will be provided and installed by this contractor.

- 2.1.1 This project will require two (2) phases. Phase I will consist of the campus police demolition and remodel while leaving the existing dispatch area in service. This existing dispatch area becomes the fitness office area that will be completed as Phase II (refer to the construction drawings that clearly define Phase I and Phase II). Prior to demolition starting for Phase II, JJC will separately contract for any remediation/abating work required in the area. No personnel will be allowed in or around this area during the remediation/abating process (1 week). Any remobilization/phasing costs are to be considered part of the contractors base bid.
- 2.1.2 All work to be completed in strict accordance with the drawings and specifications. Existing conditions are to be field verified and taken into consideration that the electrical/fire alarm contractor is competent to provide a finish product as intended by the project design and this scope of work.

  Unknown concealed conditions are an acceptable means to an adjustment to

- scope. However, any existing condition that is viewable during the bid process will be the responsibility of the electrical/fire alarm contractor.
- 2.1.3 This Electrical/Fire Alarm Trade Contractor Bid Package #3 shall include this scope of work, all specifications and drawings with the <a href="exception">exception</a> of any work related to the General Trades/Coordinating Contractor, Mechanical/Temperature Controls Contractor, & Plumbing Contractor bid packages.
- 2.1.4 All electrical work (site and building) shall be furnished and installed by this contractor. This shall include, but is not limited to, all interior, exterior, emergency and exit lighting, permanent power, temporary power, temporary lighting, transformers, power distribution systems, raceways, panels, motor control centers, starters, disconnects, receptacles, grounding, manufactured cable, any concrete encased duct banks, conduit, wire, devices, floor outlets, ceiling electrical enclosures, etc. All panels shall be properly labeled and include a completed circuit directory in typewritten form.
- 2.1.5 This contractor shall provide all necessary temporary lighting throughout the duration of the project. Any relocation of temporary lights needed during the construction process due to wall construction, ceiling construction, etc. shall be the responsibility of this contractor. Temporary lighting shall be removed by this contractor at end of project.
- 2.1.6 This contractor shall provide all necessary temporary power and convenience outlets throughout the project site for all other prime contractors to use for their work. All temporary power and convenience outlets to be removed by this contractor at end of project. Furnish and install temporary power for use with new air handlers for providing temporary heat/cooling until such time permanent power is installed.
- 2.1.7 If multiple mobilizations are required by the electrical/fire alarm contractor, or any of the other prime contractors as a result of the electrical/fire alarm scheduling/sequencing efforts that are not coordinated through the General Trades contractor, all costs associated to multiple mobilizations that were not planned will be at the expense of the electrical/fire alarm contractor.
- 2.1.8 Should the plans, specifications or this scope document disagree in themselves or with each other, the contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum or the contract.
- 2.1.9 There will be no permit process or inspections by the City of Joliet. However, this contractors work requires inspection by the state fire marshal, it will be the responsibility of this contractor to call and coordinate those inspections.
- 2.1.10 It is the electrical/fire alarm contractors' responsibility to share this scope of work, <u>all</u> drawings and specifications with their sub-contractors during the bid process and construction. The electrical/fire alarm contractor is ultimately

responsible for his bid and will not be given a change order in cases where one discipline may show up on another disciplines drawing or spec. For example, the architectural. mechanical or plumbing drawings may show an item that requires electrical work that is not shown on the electrical drawings, but will still be the responsibility of the electrical/fire alarm contractor, and will not result in a change order because they or their pertinent sub-contractor did not review <u>all</u> drawings and account for it.

- 2.1.11 Contractor shall furnish all shop drawings, catalogue cuts, or any other necessary submittals within ten (10) days of award of contract for architect's review/approval. Shop drawings that take longer to develop shall be coordinated with owner and A/E. This contractor shall upload all submittals to Smartsheet. This master submittal log in Smartsheet will contain the submittals of all prime contractors, and will be the responsibility of the general trades contractor to review this submittal log at each weekly meeting.
- 2.1.12 If it applies to this bid package, the contractor will be responsible for any through-wall, through-floor and/or through roof penetrations related to their scope of work. If this work will impact the operation of adjacent classrooms, the contractor shall notify the owner prior to starting any of this work for coordination of proper scheduling. Any floor or roof penetration will require ground penetrating radar to verify and locate existing post tension cables running through existing floors or walls (existing ground floor slab does have post tension cables). Any cost associated to locating the post tension cables as part of this scope shall be the responsibility of the electrical/fire alarm contractor.
- 2.1.13 The contractors' personnel shall comply with Joliet Junior College requirements of mandatory orange or yellow safety vests (no offensive messages or graphics), hard hats, safety glasses, safety shoes worn at all times. Electrical/fire alarm contractor shall submit their safety plan to JJC and shall be maintained on site for the duration of the project.
- 2.1.14 Due to the Covid-19 pandemic, all contractor personnel will be required to have their temperature taken at the monitoring station near the entrance to the G building (near the planetarium) on a daily basis. Everyone will be required to wear a mask while on site, no exceptions will be allowed. Social distancing must be practiced when possible.
- 2.1.10 No on-site office space will be provided for the electrical/fire alarm contractor. If office space is needed, the contractor shall provide an office trailer on the west side of G bldg. and shall be responsible for running any utilities at their expense. The area around the construction trailer returned to original condition at contractors expense.
- 2.2 Except as otherwise expressly provided herein, the contractor shall supply all adequate and competent labor, supervision, tools, equipment, materials, services, testing devices, and

each and every item of expense necessary for complete installation according to the contract documents, including but not limited to:

- 2.2.1 The contractor shall provide all required labor and material expenses to provide a safe working environment in accordance with all OSHA requirements whether called for in drawings, specs or not.
- 2.2.2 Any interior trenches required by this contractor for any underground utilities shall be backfilled and prepped ready for concrete pour. Any required compaction testing listed in the specs shall be the responsibility of this contractor. The actual concrete pouring of the trenches shall be the responsibility of the general trades/coordinating contractor. This contractor shall coordinate and schedule any required interior trenching with the general trades contractor. Any issues the general trades contractor finds with back filled trenches shall be corrected by this contractor.
- 2.2.3 Should the electrical/fire alarm contractor be required to saw-cut and remove any existing concrete floor for any of their work, they should provide ground penetrating radar for the location of existing post tension cables running through the existing slab. Care shall be taken during the concrete demolition process as to not cut any of these cables. Existing post tension cables may be in a 2'x2' (or tighter) grid pattern, getting conduit and fittings under the existing cables shall not be a means for a change order.
- 2.2.4 The contractor will provide finish floor protection, as well as protection of any other surfaces that may get damaged or scratched if bringing equipment through the existing building into the construction zone.
- 2.2.5 Should an exterior/outdoor staging area for material or equipment be necessary, the contractor is to provide chain link fencing around the perimeter and shall be responsible for security. The location of this staging area will be in close proximity to the project, and is to be coordinated with JJC staff.
- 2.2.6 The contractor shall be responsible for cleaning and sweeping of dirt/mud from parking lots and roadways at anytime construction activity from the site creates such hazard (hauling out excavated spoils, etc.) from their work.
- 2.2.7 The contractor shall restore all adjacent landscape areas that may be disturbed from their construction activities (including, not limited to replace trees, bushes, repair ruts, place grass seed, etc.).
- 2.2.8 The general trades contractor will provide all dumpsters required for the project. The electrical/fire alarm contractor will provide their own trash cans and/or trash gondolas and shall empty them into the general trades provided dumpsters.
- 2.2.9 Contractor to be solely responsible for site clean-up of their debris on a daily basis. An unclean/unsafe site will be the responsibility of the contractor to correct, and ultimately responsible for cleanliness of the site and surrounding

- areas (hallways/corridor) of their debris. Other prime contractors will be responsible for cleaning of their material. General trades contractor shall notify other primes of daily cleaning requirements and bring to JJC attention should this contractors' cleaning requirements become problematic. JJC will back charge this contractor for cleaning if necessary. This contractor shall be responsible for their tradesmen debris (lunch bags, cups, etc.).
- 2.2.10 The contractor shall provide a spontaneous safety check of the entire site when directed by the JJC project manager twice monthly with the general trades contractor in attendance. The general trades contractor will have their safety representative provide a written report of any near misses, accidents and/or violations. This report will be used for weekly coordination and progress meetings for discussion under the safety topic.
- 2.2.11 Contractor to remove all excavation spoils (if any) from inside bldg. off site (no storing spoils on JJC property).
- 2.2.12 Contractor shall coordinate deliveries with his subs. Deliveries made to JJC receiving area may or may not be accepted. Deliveries will be turned away during non JJC working hours. JJC will not unload contractor deliveries with their forklift, deliveries will be redirected to the contractor. Contractor will not be compensated for extra charges if deliveries are turned away.
- 2.2.13 Contractor shall perform final cleaning of their equipment.
- 2.3 Any demolition required that is related to existing electrical or fire alarm as part of this project falls under the scope of the electrical/fire alarm contractor. This includes but not limited to, removal and disposal of all light fixtures (fluorescent bulb disposal by this contractor), smoke detectors, or other fire alarm devices in areas requiring ceiling demolition. General trades contractor to provide dumpsters for all demolition for this contractor.
- 2.4 Furnish and install power wiring and conduit for control panels as furnished by Fire Protection, HVAC, Temperature Controls, Mechanical or Plumbing Contractors. Control wiring for the temperature controls equipment will be by the Mechanical/Temperature Controls Contractor.
- 2.5 This contractor will be responsible for reviewing shop submittals on mechanical equipment to verify motor size, starter size, location and power feed requirements for each piece of equipment. This contractor shall advise the general trades/coordinating contractor and JJC project manager of any discrepancies between the electrical contract documents and the approved submittal documents within 14 days of receiving the approved shop submittals.
- 2.6 This contractor will be responsible for providing all conduit, wiring, and installation of any motor controllers, starters and disconnect switches required for the equipment installed under other bid packages. Coordinate with other prime contractors as necessary.

- 2.7 Furnish and install complete fire alarm system including but not limited to equipment, devices, control panels, annunciator panels, heat detectors, smoke detectors, pull stations, voice/visual notification, interlock with fire shutters and hold open devices, programmable devices to be coordinated JJC numbering system, all conduit, wiring including connecting to existing fire alarm system. Furnish and install all conduit, wiring, devices and connections for interfaces with mechanical systems, sprinkler tamper and flow switches, controls and other systems that may be specified in the contract documents. All programming and graphics are to be completed as indicated on the contract documents. Fire alarm system is to be a complete installation as part of the base bid.
- 2.8 Furnish duct smoke detectors to the mechanical/temperature controls contractor for installation.
- 2.9 This contractor shall be responsible for a thorough review of any casework or wall accent framing to clearly identify all required electrical scope items related to power or data. Coordinate rough-ins with general trades/coordinating contractor during the installation process.
- 2.10 Participate in any required commissioning process as required for equipment/systems included in this bid package. Provide additional copies of approved submittals and shop drawings for the use of the commissioning authority should one be engaged by JJC.
- 2.11 If there are multiple mobilizations required during demolition, the cost shall be considered incidental to performing the required work.
- 2.12 Any shutting down of utilities during the demolition process that affect operations outside of the project area shall be coordinated with JJC a minimum of 72 hours in advance.
- 2.13 Contractor shall ensure fire alarm is shut down prior to starting work. This shut down is to be coordinated with the general trades contractor and JJC.
- 2.14 This contractor shall provide for all necessary fire stopping of wall penetrations as a result of their scope of work.
- 2.15 This contractor shall review all means of building access and make provisions to ensure equipment provided as part of this bid package will fit through permanent doorway or structure.
- 2.16 This contractor shall label all outlets with panel and circuit information.
- 2.17 Any required abatement of hazardous material will be conducted by JJC prior to the start of the project. This contractor must notify JJC immediately of any suspect material.

### 3.0 MEDIA/AV/IT/SECURITY

3.1 If shown on the drawings, Joliet Junior College will provide all ceiling mounted projectors and ceiling projector plates in conference areas. Contractor to provide all necessary cable, terminations and installation of projectors. Contractor to closely coordinate with JJC for exact location and positioning of projectors. The plans showing location are to be verified with JJC prior to install. Each projector shall require (2) Cat. 6 Panduit data cables. One from

- the projector to IDF closet and one from projector to floor plate at podium or wall (refer to drawings).
- 3.2 All AV equipment (other than projectors stated above), is to be provided, installed and integrated by the contractor, and closely coordinated with JJC during the purchase and install. Complete training of the system(s) is to be provided and coordinated with JJC staff with 4 hours of consulting time for JJC Media Department to coordinate with mfgr./equipment provider/installer after training has been provided.
- 3.3 If shown on the drawings, all projector screens will be provided by JJC and installed by contractor. Locations of the screens shall be closely coordinated with locations of projectors and shall be directed by the JJC media department. Do not install projectors or screens without exact location approval from JJC. Should relocation of projectors and screens be necessary, it will be at contractor's expense if locations are not coordinated and documented by contractor.
- 3.4 All IT data cabling (Panduit) shall be provided, installed and tested by contractor. Cabling shall be terminated by contractor in all areas. Cabling shall be run back to JJC IDF closet. Cabling within the IDF shall be terminated. JJC will provide patch cables. This installation shall be closely coordinated with JJC IT staff during weekly project meetings.
- 3.5 All security and AV cameras will be provided and installed by JJC. The data cable (Panduit) and JB at ceiling or walls will be provided and installed by the contractor. Cable to be run back to IDF closet. This installation to be closely coordinated with JJC maintenance, police, media and IT staff during weekly project meetings. Provide a minimum of 15 feet of coiled cable at each location to allow future relocation of cameras if necessary.
- 3.6 All wireless access points (WAP) will be provided and installed by JJC. The data cable (Panduit) and JB at ceiling or walls will be provided and installed by the contractor. Cable to be run back to the IDF closet. This installation to be closely coordinated with JJC IT group during weekly project meetings. Provide a minimum of 15 feet of coiled cable at each location to allow for relocation of WAP if necessary.

### **4.0 DOOR ACCESS SYSTEM**

- 4.1 The contractor will not be providing a door access control system. The door access system is provided and installed by JJC. However, there are portions of the system that will fall under the contractor's scope.
  - 4.1.1 Contractor to provide and install yellow door access control cable ("banana cable" to be Windy City Wire P/N 446100 plenum rated or equal, must be yellow color) at each door with a "CR" designation on the drawing. This cable is to be ran from each door location back to IDF closet (refer to floor plan for IDF closet location). These cables shall be coiled up inside the IDF room with 25' of slack. Each cable shall be labeled in the IDF closet with door info. JJC will terminate these cables in their door access control system.

- 4.1.2 Unless otherwise specified on the drawings, door frames will be prepped for a Von Duprin 6211 electric strike. This electric strike will be provided by JJC to contractor. Contractor to terminate and install the electric strikes.
- 4.1.3 Door frames will have ½" diameter hole drilled 42" AFF. This contractor to extend banana cable through hole on the card reader side of frame. JJC will provide, terminate and install the card reader.
- 4.1.4 If any areas are areas are marked with "PB" on the drawings, contractor to provide a junction box (at 44" AFF to center of box) and single gang cover with ½" conduit stubbed 12" above ceiling. JJC will install the panic button system under separate contract.
- 4.1.5 Any electrified panic hardware will be provided by JJC. General trades/coordinating contractor will install this hardware, however this contractor shall terminate the door access banana cable to the panic hardware.

### 5.0 PROJECT MANAGEMENT/DOCUMENT CONTROL

5.1 Joliet Junior College will provide Smartsheet for project management/document control platform for this project for the management of RFI's, submittals, project status reports, material procurement log, meeting minutes, etc. The use of Smartsheet is no cost to the contractor. However, if contractor is not familiar with utilizing Smartsheet, they will not be compensated for any training time. Contractor responsible for becoming familiar with Smartsheet at their own cost.

# **6.0 SCHEDULE**

6.1 Electrical/fire alarm contractor to coordinate their schedule and sequencing with the General Trades contractor for their development of an overall project schedule. This contractor shall keep general trades contractor informed of schedule/sequencing updates. The overall schedule developed by the general trades contractor is to be updated/detail expanded and reviewed at each weekly progress meeting.

#### 7.0 WEEKLY PROJECT MEETINGS

- 7.1 The general trades contractor will conduct weekly project meetings and all documentation with this contractor and the other prime contractors, the A/E and JJC team members in attendance. This meeting may be conducted via Microsoft Teams (not Zoom) should an in person meeting not be conducive due to the corona virus pandemic. Should in person meetings be conducted, JJC will provide space for proper social distancing.
- 7.2 Weekly meetings shall include prior week Meeting Minutes, Agenda, Project Status Report (PSR), Gantt Chart Schedule, RFI Log, Submittal Log, Material Procurement Log (all items with more than a 1-week lead time). This contractor will be providing information for RFI Logs, Submittal Logs, Material Procurement Logs (for material with more than a 1 week lead time).

# 8.0 PROJECT CLOSEOUT

8.1 Contractor to ensure the following are complete as part of the project close out process:

- 8.1.1 All as-built drawings/documents are complete. As-builts must be turned over in PDF or AutoCAD format. No hard copy, hand written notes on drawings/documents will be accepted.
- 8.1.2 All Operations & Maintenance manuals have been provided to JJC. All training has been completed with contacts of who and when to call.
- 8.1.3 Any and all potential energy rebate forms submitted.
- 8.1.4 All warranties have been reviewed and provided.
- 8.1.5 Obtain all final unconditional final lien waivers from subs and suppliers.
- 8.1.6 Certificate of substantial completion issued for start of warranty.
- 8.1.7 Completed punchlist documentation.
- 8.1.8 All close-out documents are well organized and provided in a project manual as well as submitted electronically.

#### 9.0 GENERAL PROVISIONS

- 9.1 Contractor shall field verify all existing conditions as required prior to commencing any work and shall make whatever modifications necessary to facilitate the installation of new work. This trade contractor shall immediately notify JJC in writing of his findings, especially upon finding unsatisfactory conditions that may affect his work and the quality of the work of others.
- 9.2 This trade contractor shall be responsible to maintain an accurate record of deviation and changes in the work and reasons thereof. JJC and/or the A/E may elect to review the status of these documents on a monthly basis. Failure on the part of the trade contractor to maintain As-Built Documents will be cause to reject the trade contractors' monthly payment application request in part or in total until the condition is corrected and the record documents are updated to reflect site conditions.
- 9.3 Where the General Requirements or the Technical Specifications indicate that the trade contractor will be "directed by" or "as indicated or designated by" the Architect, all such directions, indications and/or designations, etc. shall be through the JJC Project Manager only. Any work performed by the trade contractor directed by anyone other than the JJC Project Manager shall not be an added cost to the trade contractor's contract, and may be subject to rework at the expense of the contractor.
- 9.4 The campus can be an extremely busy site. Traffic patterns can be very congested at times and parking lots can fill up quickly. Extreme caution shall be used at all times when entering an exiting the site. Tradesman shall not "cone-off" their parking spaces if they need to leave the site and come back. Trade contractor is to communicate to all their tradesman of a "student first" mentality.

- 9.5 Alternate #1 and Alternate #2 are for the Sally Port and Vehicle Storage additions to the south of 'G' Building. The electrical/fire alarm trades contractor scope of work for the alternates shall be inclusive of all work with the exception of work required by the general trades, mechanical/temperature controls, and plumbing bid packages. The contractor shall work with the general trades contractor for all scheduling/sequencing of the project.
- 9.6 This contractor responsible for any site utility work required that falls under the Electrical/Fire Alarm trades.
- 9.7 This contractor shall make arrangements with the JJC Project Manager for any outdoor staging or storage provisions prior to mobilization. All areas disturbed by this action shall be returned to original condition at no expense to owner.
- 9.8 As part of this contractor's coordination efforts with the General Trades contractor, confirm any sleeves, access panels or other openings that need to be accounted for prior to pouring concrete. Any corrections necessary after pour shall be at the expense of this contractor.
- 9.9 This contractor shall exercise care if making any attachments to any fireproofing that may be on steel. Negligent and/or excessive removal of fireproofing shall be repaired/restored at this contractor's expense.

End of Electrical/Fire Alarm Trades Scope of Work Document



# CAMPUS POLICE RENOVATION BID PACKAGE #4 – PLUMBING TRADE CONTRACTOR - SCOPE OF WORK

#### 1.0 OVERVIEW OF THE PROJECT

1.1 General Project Information

Joliet Junior College is renovating approximately 12,000 square feet of existing space within the first floor of the G bldg. for Campus Police. The construction of this project is to be completed through a public bid process with multiple prime contract bid packages (General Trades/Coordinating Contractor, Mechanical/Temperature Controls Trade Contractor, Electrical/Fire Alarm Trade Contractor, Plumbing Trade Contractor). For the duration of this document the term "contractor" shall be interpreted to mean the Plumbing Trade Contractor and/or any subcontractor that falls under contract of the Plumbing Trade Contractor. Ultimately, the Plumbing Trade Contractor is responsible for a complete project consisting of all required material, equipment and labor that falls within the drawings, specifications related to this scope of work document.

### 2.0 SCOPE OF WORK OVERVIEW

2.1 Plumbing Trade Contractor Requirements

The Plumbing Trade Contractor (may be referred to as "contractor" in this document) shall be the prime contractor for all plumbing work. This contractor shall coordinate his work through the General Trades/Coordinating contractor. This contractor will provide all scheduling info necessary for their work to the General Trades/Coordinating contractor for the development of an overall project schedule. This contractor shall assist and coordinate his schedule info with the General Trades/Coordinating contractor to ensure no work is installed out of sequence. The General Trades/Coordinating contractor will champion the project, lead weekly meetings with the owner, A/E, and a member of the plumbing trade contractor in attendance. Joliet Junior College is not providing the coordination and/or construction sequencing of any subcontractors that fall under the coordination of this contractor.

- 2.1.1 This project will require two (2) phases. Phase I will consist of the campus police demolition and remodel while leaving the existing dispatch area in service. This existing dispatch area becomes the fitness office area that will be completed as Phase II (refer to the construction drawings that clearly define Phase I and Phase II). Prior to demolition starting for Phase II, JJC will separately contract for any remediation/abating work required in the area. No personnel will be allowed in or around this area during the remediation/abating process (1 week). Any remobilization/phasing costs are to be considered part of the contractors base bid.
- 2.1.2 All work to be completed in strict accordance with the drawings and specifications. Existing conditions are to be field verified and taken into consideration that the plumbing contractor is competent to provide a finish product as intended by the project design and this scope of work. Unknown concealed conditions are an acceptable means to an adjustment to scope. However, any existing condition that is viewable during the bid process will be the responsibility of the electrical/fire alarm contractor.

- 2.1.3 This Plumbing Trade Contractor Bid Package #4 shall include this scope of work, all specifications and drawings with the <u>exception</u> of any work related to the General Trades/Coordinating Contractor, Mechanical/Temperature Controls Contractor, & Electrical/Fire Alarm Contractor bid packages.
- 2.1.4 All plumbing work (site and building) shall be furnished and installed by this contractor. This shall include, but is not limited to, all domestic water services, sanitary and vent piping, storm piping, pumps, meters, backflow preventers, heat exchangers, water heaters, expansion tanks, pressure booster system and other equipment. Provide all equipment, fixtures, floor drains, trench drains, cleanouts, roof drains, piping, insulation, specialties and accessories required for a complete installation. Coordinate all equipment with controls requirements. This contractor shall provide any offsets or accessories not shown on the drawings or specifications but required for a proper and complete installation of the plumbing work.
- 2.1.5 This contractor shall provide any necessary temporary domestic water supply that may be necessary for all trades during construction by tapping into existing service. Temporary water supply shall be removed/capped by this contractor at end of project.
- 2.1.6 This contractor shall furnish and install all underground piping systems as shown or specified or required both within the building footprint and site utilities, including but not limited to tie-ins, connections to domestic water supply, sanitary and storm, any testing, flushing, excavation, granular backfill, compaction and spoil removal.
- 2.1.7 This contractor shall furnish and install any oil separator basins that may be shown, as well as all necessary tie-ins and connections.
- 2.1.8 Coordinate roof drains with the general trades/coordinating contractor. Ensure drains are positioned at low points. Coordinate elevation and location of floor drains and trench drains and cleanouts. Protect all drains from debris entering the system during on going construction (concrete pours, roofing material, etc.). Remove protection at completion. Furnish and install any yard cleanouts that may be shown on the drawings.
- 2.1.9 Any pumping or dewatering required for installation of any of this contractors' work shall be included by this contractor.
- 2.1.10 Furnish and install any backflow preventers that may be shown on the drawings or called for in the specifications.
- 2.1.11 Furnish and install all plumbing fixtures or equipment indicated in the drawings and specifications, including but not limited to hose bibbs, lavatories, sensor activated mixing faucets, mop basins, urinals, all mixing valves, water heaters, water closets, showers, wash fountains, drinking fountains, cleanouts, etc. include all caulking and sealing associated with this work and between this work and adjacent work.

- 2.1.12 Furnish any thermometers, gauges, heat tracing and flow elements that may be called for on the drawings or in the specifications related to plumbing work.
- 2.1.13 Provide any required factory start-up and testing.
- 2.1.14 Provide all means of supports and attachments to the structure for plumbing work, including but not limited to any trapeze hangers, strut clamp hangers, or clevis hangers to clear ductwork or other interference. Provide all necessary steel supports not shown on the drawings but required to complete the work. Include any primer or touch up required for any supports requiring it. This contractor shall provide all blocking (wood or other), backing, supports and attachments for all plumbing devices, panels and fixtures back to the structure.
- 2.1.15 Provide all shoring, bracing, staging, and hoisting, and/or rigging required to complete your work per the schedule.
- 2.1.16 Participate in any commissioning process that the owner may have in place. Provide additional copies of approved submittals, shop drawings for use by the commissioning authority.
- 2.1.17 Perform all necessary start-up, testing and inspections and documentation to owner.
- 2.1.18 This contractor will ensure all devices and equipment are installed with adequate access for service.
- 2.1.19 If multiple mobilizations are required by the plumbing contractor, or any of the other prime contractors as a result of the plumbing scheduling/sequencing efforts that are not coordinated through the General Trades/coordinating contractor, all costs associated to multiple mobilizations that were not planned will be at the expense of the plumbing contractor.
- 2.1.20 Should the plans, specifications or this scope document disagree in themselves or with each other, the contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum or the contract.
- 2.1.21 There will be no permit process or inspections by the City of Joliet. However, this contractors' work requires inspection by the state plumbing inspector, it will be the responsibility of this contractor to call and coordinate those inspections.
- 2.1.22 It is the plumbing contractors' responsibility to share this scope of work, <u>all</u> drawings and specifications with their sub-contractors during the bid process and construction. The plumbing contractor is ultimately responsible for his bid and will not be given a change order in cases where one discipline may show up on another disciplines drawing or spec. For example, the architectural or mechanical drawings may show an item that requires plumbing work that is not shown on the plumbing drawings, but will still be the responsibility of the

- plumbing contractor, and will not result in a change order because they or their pertinent sub-contractor did not review <u>all</u> drawings and account for it.
- 2.1.23 Contractor shall furnish all shop drawings, catalogue cuts, or any other necessary submittals within ten (10) days of award of contract for architect's review/approval. Shop drawings that take longer to develop shall be coordinated with owner and A/E. This contractor shall upload all submittals to Smartsheet. This master submittal log in Smartsheet will contain the submittals of all prime contractors, and will be the responsibility of the general trades contractor to review this submittal log at each weekly meeting.
- 2.1.24 If it applies to this bid package, the contractor will be responsible for any through-wall, through-floor and/or through roof penetrations related to their scope of work. If this work will impact the operation of adjacent classrooms, the contractor shall notify the owner prior to starting any of this work for coordination of proper scheduling. Any floor or roof penetration will require ground penetrating radar to verify and locate existing post tension cables running through existing floors or walls (existing ground floor slab does have post tension cables). Any cost associated to locating the post tension cables as part of this scope shall be the responsibility of the electrical/fire alarm contractor.
- 2.1.25 The contractors' personnel shall comply with Joliet Junior College requirements of mandatory orange or yellow safety vests (no offensive messages or graphics), hard hats, safety glasses, safety shoes worn at all times. Electrical/fire alarm contractor shall submit their safety plan to JJC and shall be maintained on site for the duration of the project.
- 2.1.26 Due to the Covid-19 pandemic, all contractor personnel will be required to have their temperature taken at the monitoring station near the entrance to the G building (near the planetarium) on a daily basis. Everyone will be required to wear a mask while on site, no exceptions will be allowed. Social distancing must be practiced when possible.
- 2.1.10 No on-site office space will be provided for the plumbing contractor. If office space is needed, the contractor shall provide an office trailer on the west side of G bldg. and shall be responsible for running any utilities at their expense. The area around the construction trailer returned to original condition at contractors expense.
- 2.2 Except as otherwise expressly provided herein, the contractor shall supply all adequate and competent labor, supervision, tools, equipment, materials, services, testing devices, and each and every item of expense necessary for complete installation according to the contract documents, including but not limited to:
  - 2.2.1 The contractor shall provide all required labor and material expenses to provide a safe working environment in accordance with all OSHA requirements whether called for in drawings, specs or not.

- 2.2.2 Any interior trenches required by this contractor for any underground utilities shall be backfilled and prepped ready for concrete pour. Any required compaction testing listed in the specs shall be the responsibility of this contractor. The actual concrete pouring of the trenches shall be the responsibility of the general trades/coordinating contractor. This contractor shall coordinate and schedule any required interior trenching with the general trades/coordinating contractor. Any issues the general trades/coordinating contractor finds with back filled trenches shall be corrected by this contractor.
- 2.2.3 Should the plumbing contractor be required to saw-cut and remove any existing concrete floor for any of their work, they should provide ground penetrating radar for the location of existing post tension cables running through the existing slab. Care shall be taken during the concrete demolition process as to not cut any of these cables. Existing post tension cables may be in a 2'x2' (or tighter) grid pattern, getting pipe and fittings under the existing cables shall not be a means for a change order.
- 2.2.4 The contractor will provide finish floor protection, as well as protection of any other surfaces that may get damaged or scratched if bringing equipment or material through the existing building into the construction zone that can damage the floors.
- 2.2.5 Should an exterior/outdoor staging area for material or equipment be necessary, the contractor is to provide chain link fencing around the perimeter and shall be responsible for security. The location of this staging area will be in close proximity to the project, and is to be coordinated with JJC staff.
- 2.2.6 The contractor shall be responsible for cleaning and sweeping of dirt/mud from parking lots and roadways at anytime construction activity from the site creates such hazard (hauling out excavated spoils, etc.) from their work.
- 2.2.7 The contractor shall restore all adjacent landscape areas that may be disturbed from their construction activities (including, not limited to replace trees, bushes, repair ruts, place grass seed, etc.).
- 2.2.8 The general trades/coordinating contractor will provide all dumpsters required for the project. The plumbing contractor will provide their own trash cans and/or trash gondolas and shall empty them into the general trades/coordinating contractor provided dumpsters.
- 2.2.9 Contractor to be solely responsible for site clean-up of their debris on a daily basis. An unclean/unsafe site will be the responsibility of the contractor to correct, and ultimately responsible for cleanliness of the site and surrounding areas (hallways/corridor) of their debris. Other prime contractors will be responsible for cleaning of their material. General trades/coordinating contractor shall notify other primes of daily cleaning requirements and bring to JJC attention should this contractors' cleaning requirements become problematic. JJC will back charge this contractor for cleaning if necessary. This

- contractor shall be responsible for their tradesmen debris (lunch bags, cups, etc.).
- 2.2.10 The contractor shall provide a spontaneous safety check of the entire site when directed by the JJC project manager twice monthly with the general trades/coordinating contractor in attendance. The general trades/coordinating contractor will have their safety representative provide a written report of any near misses, accidents and/or violations. This report will be used for weekly coordination and progress meetings for discussion under the safety topic.
- 2.2.11 Contractor to remove all excavation spoils (if any) from inside bldg. off site (no storing spoils on JJC property).
- 2.2.12 Contractor shall coordinate deliveries with his subs. Deliveries made to JJC receiving area may or may not be accepted. Deliveries will be turned away during non JJC working hours. JJC will not unload contractor deliveries with their forklift, deliveries will be redirected to the contractor. Contractor will not be compensated for extra charges if deliveries are turned away.
- 2.2.13 Contractor shall perform final cleaning of their equipment.
- 2.3 Any demolition required that is related to existing plumbing as part of this project falls under the scope of the plumbing contractor. This includes but not limited to, removal and disposal of all plumbing fixtures, piping, insulation, etc. General trades/coordinating contractor to provide dumpsters for all demolition for this contractor.
- 2.4 Participate in any required commissioning process as required for equipment/systems included in this bid package. Provide additional copies of approved submittals and shop drawings for the use of the commissioning authority should one be engaged by JJC.
- 2.5 If there are multiple mobilizations required during demolition, the cost shall be considered incidental to performing the required work.
- 2.6 Any shutting down of utilities during the demolition process that affect operations outside of the project area shall be coordinated with JJC a minimum of 72 hours in advance.
- 2.7 Contractor shall ensure fire alarm is shut down prior to starting work. This shut down is to be coordinated with the general trades/coordinating contractor and JJC.
- 2.8 This contractor shall provide for all necessary fire stopping of wall penetrations as a result of their scope of work.
- 2.9 This contractor shall review all means of building access and make provisions to ensure equipment provided as part of this bid package will fit through permanent doorway or structure.
- 2.10 Any required abatement of hazardous material will be conducted by JJC prior to the start of the project. This contractor must notify JJC immediately of any suspect material.

# 3.0 PROJECT MANAGEMENT/DOCUMENT CONTROL

3.1 Joliet Junior College will provide Smartsheet for project management/document control platform for this project for the management of RFI's, submittals, project status reports, material procurement log, meeting minutes, etc. The use of Smartsheet is no cost to the contractor. However, if contractor is not familiar with utilizing Smartsheet, they will not be compensated for any training time. Contractor responsible for becoming familiar with Smartsheet at their own cost.

#### 4.0 SCHEDULE

4.1 Plumbing contractor to coordinate their schedule and sequencing with the General Trades/Coordinating contractor for their development of an overall project schedule. This contractor shall keep general trades/coordinating contractor informed of schedule/sequencing updates. The overall schedule developed by the general trades/coordinating contractor is to be updated/detail expanded and reviewed at each weekly progress meeting.

### **5.0 WEEKLY PROJECT MEETINGS**

- 5.1 The general trades/coordinating contractor will conduct weekly project meetings and all documentation with this contractor and the other prime contractors, the A/E and JJC team members in attendance. This meeting may be conducted via Microsoft Teams (not Zoom) should an in person meeting not be conducive due to the corona virus pandemic. Should in person meetings be conducted, JJC will provide space for proper social distancing.
- 5.2 Weekly meetings shall include prior week Meeting Minutes, Agenda, Project Status Report (PSR), Gantt Chart Schedule, RFI Log, Submittal Log, Material Procurement Log (all items with more than a 1-week lead time). This contractor will be providing information for RFI Logs, Submittal Logs, Material Procurement Logs (for material with more than a 1 week lead time).

#### **6.0 PROJECT CLOSEOUT**

- 6.1 Contractor to ensure the following are complete as part of the project close out process:
  - 6.1.1 All as-built drawings/documents are complete. As-builts must be turned over in PDF or AutoCAD format. No hard copy, hand written notes on drawings/documents will be accepted.
  - 6.1.2 All Operations & Maintenance manuals have been provided to JJC. All training has been completed with contacts of who and when to call.
  - 6.1.3 Any and all potential energy rebate forms submitted.
  - 6.1.4 All warranties have been reviewed and provided.
  - 6.1.5 Obtain all final unconditional final lien waivers from subs and suppliers.
  - 6.1.6 Certificate of substantial completion issued for start of warranty.
  - 6.1.7 Completed punchlist documentation.

6.1.8 All close-out documents are well organized and provided in a project manual as well as submitted electronically.

#### 7.0 GENERAL PROVISIONS

- 7.1 Contractor shall field verify all existing conditions as required prior to commencing any work and shall make whatever modifications necessary to facilitate the installation of new work. This trade contractor shall immediately notify JJC in writing of his findings, especially upon finding unsatisfactory conditions that may affect his work and the quality of the work of others.
- 7.2 This trade contractor shall be responsible to maintain an accurate record of deviation and changes in the work and reasons thereof. JJC and/or the A/E may elect to review the status of these documents on a monthly basis. Failure on the part of the trade contractor to maintain As-Built Documents will be cause to reject the trade contractors' monthly payment application request in part or in total until the condition is corrected and the record documents are updated to reflect site conditions.
- 7.3 Where the General Requirements or the Technical Specifications indicate that the trade contractor will be "directed by" or "as indicated or designated by" the Architect, all such directions, indications and/or designations, etc. shall be through the JJC Project Manager only. Any work performed by the trade contractor directed by anyone other than the JJC Project Manager shall not be an added cost to the trade contractor's contract, and may be subject to rework at the expense of the contractor.
- 7.4 The campus can be an extremely busy site. Traffic patterns can be very congested at times and parking lots can fill up quickly. Extreme caution shall be used at all times when entering an exiting the site. Tradesman shall not "cone-off" their parking spaces if they need to leave the site and come back. Trade contractor is to communicate to all their tradesman of a "student first" mentality.
- 7.5 Alternate #1 and Alternate #2 are for the Sally Port and Vehicle Storage additions to the south of 'G' Building. The plumbing trades contractor scope of work for the alternates shall be inclusive of all work with the exception of work required by the general trades/coordinating, mechanical/temperature controls, and electrical/fire alarm bid packages. The contractor shall work with the general trades/coordinating contractor for all scheduling/sequencing of the project.
- 7.6 This contractor responsible for any site utility work required that falls under the plumbing trades.
- 7.7 This contractor shall make arrangements with the JJC Project Manager for any outdoor staging or storage provisions prior to mobilization. All areas disturbed by this action shall be returned to original condition at no expense to owner.
- 7.8 As part of this contractor's coordination efforts with the General Trades/Coordinating contractor, confirm any sleeves, access panels or other openings that need to be accounted for prior to pouring concrete. Any corrections necessary after pour shall be at the expense of this contractor.

7.9 This contractor shall exercise care if making any attachments to any fireproofing that may be on steel. Negligent and/or excessive removal of fireproofing shall be repaired/restored at this contractor's expense.

**End of Plumbing Trades Scope of Work Document** 



# **CONTRACT AGREEMENT**

Purchase Order#:	XXXXXX	Account	:#: XXX-XXX-XXX.XXX	
Date: XXXX	XXX			
Project:	XXXXX			
Between:				
Joliet Junior College			Contractor	
1215 Houbolt Road		AND	Address	
Joliet, Illinois 60431			Address	
In the amount of \$		xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx		

#### ARTICLE 1

#### THE WORK

1.1 The Trade Contractor and JJC agree that the materials and equipment to be furnished and the work to be done by the Trade Contractor are as follows:

### The Contract Sum includes, but is not limited to the following:

- 110% Performance and payment bond to Joliet Junior College, Illinois Community College District No. 525
- Insurance in accordance with Schedule "A" Insurance Requirements.

# The Contract Sum excludes the following:

- All sales, consumer, use and other similar taxes on equipment and materials incorporated into the work for this project. Tax Exempt No E9992-4773-06 for Joliet Junior College, Illinois Community College District No. 525
- 1.2 The Trade Contractor shall be held accountable for the following Project related responsibilities: furnish all labor and supervision; furnish, supply and install all equipment, material supplies, tools, scaffolding, hoisting, transportation, unloading and handling; do all things required to complete the work described above on the Project all in accordance with the drawings, documents and specifications prepared by the Architect/Engineer/Owner; and furnish all necessary information, shop drawings, details, samples, brochures,

etc. for Owner/Architect approval, as may be required.

#### **ARTICLE 2**

#### TIME OF COMMENCEMENT AND COMPLETION

2.1	Trade Contractor shall start the work upon notice to proceed and shall execute the work with diligence
and so	as to maintain such schedules and milestones as established by JJC's Construction Manager. The Trade
Contra	ctor agrees to complete portions and the whole of the work by the following anticipated dates:

- 2.2 The Trade Contractor is cautioned that schedules and milestones are subject to review and revision. It is the sole responsibility of the Trade Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions.
- 2.3 In the event that the Trade Contractor should fail to maintain JJC's progress schedule or the schedule as established above, the JJC Construction Manager reserves the right, after 48 hours formal notice, either by letter or confirmed email to the Trade Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Trade Contractor.

#### **ARTICLE3**

# THE CONTRACT SUM

3.1 JJC agrees to pay the Trade Contractor for the satisfactory performance of his work the total sum of:

Contract Amount: \$.00

Contract amount is made up of the following:

- o Base Bid .....\$
- Alternate Bid No. .....\$
   Total Contract Amount.....\$

Allowances (if applicable):

Unit Prices (furnished and installed unless stated otherwise)

# In current funds subject to additions and deductions for changes, as may be agreed upon, and to make payments on account thereof as follows:

- 3.2 On the established day of each month, the Trade Contractor shall deliver to the JJC Construction Manager (2) completed copies of the JJC Payment Application Package showing values of all materials delivered and work completed up to the established billing date for which payment is being requested. It is specifically understood and agreed that prior to submission of the first statement the Trade Contractor will deliver to the JJC Construction Manager, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work. Once accepted, this schedule of values will be used as a basis for checking the Trade Contractor's monthly statement.
- 3.3 The Trade Contractor shall, with the second and each succeeding monthly request for payment, submit a waiver of lien showing all payments made for labor and materials and on account for all work covered in the previous months request for payment. Affidavit and waiver of liens may be required to be submitted from Trade Contractors, suppliers, and/or Trade-Trade Contractors (all tier).
- 3.3.1 The Trade Contractor shall, with the second and each succeeding monthly request for payment, submit certified payroll for all labor and sub labor.
- 3.4 Ten percent (10%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents.
- 3.5 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials.
- 3.6 The Trade Contractor shall save and keep JJC's property free from all mechanics' and material liens and all other liens and claims, legal or equitable, arising out of the Trade Contractors work hereunder. In the event any such lien or claim is filed by anyone claiming by, through, or under the Trade Contractor, the Trade Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof.

# **ARTICLE 4**

#### THE CONTRACT DOCUMENTS

- 4.1 The contract documents consist of this Agreement and any exhibits attached hereto; general conditions, supplementary, special and other conditions, the drawings, specifications, general instructions to bidders, supplements to bidder's documents, form of proposal, all addenda issued prior to and all modifications issued after execution of the Agreement. Any post bid review and/or pre-construction document shall be considered part of this Agreement.
- 4.2 The Trade Contractor agrees to perform the work under the general direction of the JJC Construction Manager.
- 4.3 If there is a provision for liquidated damages in the contract documents, the Trade Contractor shall be liable for any liquidated damages by reason of the failure of the Trade Contractor to prosecute the work diligently and properly.
- 4.4 No extra work shall be performed under this Agreement, except upon receipt of a written change

order from JJC. Should the Trade Contractor proceed with any work they consider extra to this contract without a fully executed JJC change order form, it is considered at their own risk and cost.

#### **ARTICLE 5**

#### **INSURANCE AND INDEMNITY**

5.1 The Trade Contractor agrees to at the time of execution of this Agreement furnish the Construction Manager with certificates of an insurance company (or other source). These certificates should certify that the Trade Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement entitled "Insurance Specifications". The Trade Contractor will not be permitted to start work at the site until these certificates are filed with the JJC Construction Manager. Compliance by the Trade Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Trade Contractor of its liabilities and obligations.

#### **ARTICLE 6**

### PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

6.1 The Trade Contractor agrees to furnish and pay for a 110% Performance Bond and a 110% Labor and Material Payment Bond. The bonds are to be delivered within 10 days of receipt of a purchase order and execution of this agreement.

# **ARTICLE 7**

# **WARRANTY**

7.1 The Trade Contractor agrees to promptly make good, without cost to the JJC, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents. If no such period be stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of completion and acceptance of the work by JJC. The Trade Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment.

#### **ARTICLE 8**

#### **CHANGES IN THE WORK**

A. 8.1 The Trade Contractor may be ordered in writing by JJC, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. The Trade Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the JJC Construction Manager written copies of any claim for adjustment

to the contract sum and contract time for such revised work in a manner consistent with the contract documents. Any extra work done by the Contractor will be considered performed at no extra cost to JJC unless a written JJC change order form has been fully executed and signed by the Director of Business and Auxiliary Services. A contractor shall not be entitled to any compensation for extra work/material based on verbal conversations or email exchanges (the contractor is considered proceeding with extra work at their own risk without a fully executed JJC change order form). It is the contractor's responsibility to obtain a fully executed change order form from JJC. A change order or a combination of multiple change orders may not exceed 10% of the original contract without JJC seeking approval from the Board of Trustees.

- Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase only of such values for labor and materials.
- 8.3 The amount to be paid by the Owner for changes in the work, as outlined in paragraph 8.1 above, shall be made on the basis of one of the following methods:
  - (a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by the JJC Construction Manager and the Trade Contractor, or
  - (b) by unit prices stated in the contract documents, or
  - (c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Trade Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12, field overhead will not be considered as part of actual net cost, or
  - (d) by the method provided in subparagraph 8.4.
- 8.4 If none of the above methods set forth in clauses 8.3 (a), 8.3 (b), 8.3 (c) is agreed upon, the Trade Contractor, provided he receives a written order signed by JJC shall promptly proceed with the work involved. The cost of such work shall be determined by the JJC Construction Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit as set forth in the bid documents. In such case, and also under clauses 8.3 (c) and 8.3 (d) above, the Trade Contractor shall keep and present, in such form as the JJC Construction Manager may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order. Unless otherwise provided in the contract documents, cost shall be limited to the following: cost of materials including sales tax and cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom; workers or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost, payments, on account shall be made as determined by the JJC. The amount of credit to be allowed by the Trade Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by JJC when both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that

change.

8.5 For work performed by a Trade-Trade Contractor, the Trade Contractor will be allowed to add 5% only and said Trade-Trade Contractor mark-up shall not exceed the agreed upon percentages noted in Article 11 for overhead and profit.

### **ARTICLE 9**

#### TRADE CONTRACTOR RESPONSIBILITIES

- 9.1 The Trade Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by JJC. The Trade Contractor shall, within a 24-hour notice from the JJC Construction Manager, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or unworked, which the JJC Construction Manager shall condemn as unsound or improper, or as in any way failing to conform to the contract documents. The Trade Contractor shall make good at its own expense, all work damaged or destroyed thereby.
- 9.2 The Trade Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby; to pay all fees, charges, assessments, and taxes, including sales and use taxes, and to pay all fringe and other benefits required by Agreement or law.
- 9.3 The Trade Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save JJC harmless from loss on account thereof, except that JJC shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Trade Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the JJC Construction Manager.
- 9.4 Should the Trade Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, JJC shall be at liberty, after 48 hours written notice to the Trade Contractor, to provide any such labor, equipment, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Trade Contractor, under this Agreement if such refusal, neglect, or failure is sufficient ground for such actions, JJC shall also be at liberty to terminate the employment of the Trade Contractor. Consequently, JJC may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such discontinuance of the employment, the Trade Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished. If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to JJC. The expense incurred by JJC, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Trade Contractor. In the event that a Termination for Cause is not upheld by a properly empowered judicial or arbitral authority, then the Termination for Cause shall be deemed a Termination for Convenience and construed under Section 9.4.1. hereof.
- 9.4.1 Notwithstanding the above paragraph, JJC reserves the right to terminate this Agreement for its convenience upon written notice to the Trade Contractor. In such instance the Trade Contractor will be paid

its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination. No payments shall be made for anticipated overhead and profit. Prior to making any payments under this clause, JJC shall have the right to audit the records of the Trade Contractor.

- 9.5 The Trade Contractor agrees to adhere to the federal occupational safety act, state and local safety regulations and JJC's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.
- 9.6 In the event the Trade Contractor after a 24-hour written notice from JJC fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, JJC shall undertake these obligations and charge the cost of same to the Trade Contractor's account without further notice to the Trade Contractor.
- 9.7 The Trade Contractor agrees to notify the JJC Construction Manager of all accidents which may occur to persons or property and shall provide a copy of all accident reports on appropriate forms. All reports shall be signed by the Trade Contractor or his authorized representative and submitted within five (5) days of occurrence.
- 9.8 The Trade Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees. The Trade Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site.
- 9.9 The Trade Contractor will not assign this Agreement or any moneys due or to become due under this Agreement, or sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner. In the event of such consent, a Trade-Trade Contractor must comply with all the requirements of this Agreement.
- 9.10 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done. The Trade Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Trade Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors. The Trade Contractor agrees not to cause work stoppage, due to the jurisdictional assignment of work.
- 9.11 The Trade Contractor shall submit to the JJC Construction Manager upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item. Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc. The Trade Contractor shall be required to submit to the JJC Construction Manager a monthly material status report, or more often if required by the JJC Construction Manager, as a prerequisite for the monthly progress payment. The Trade Contractor shall notify the JJC Construction Manager immediately upon learning of a change of status of any material, equipment, or supplies.
- 9.12 The Trade Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work.

- 9.13 The Trade Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the JJC Construction Manager and other trades in order to maintain construction progress schedules, as established by the JJC Construction Manager. In the event that his force is, in the judgment of the JJC Construction Manager, inadequate to meet the established schedules during the regular working hours, the Trade Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to JJC. If for reasons not already stated, the JJC Construction Manager requires and directs the Trade Contractor to work overtime, including Saturdays, Sundays or Holidays, the Trade Contractor will be reimbursed the net premium rate only. The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit.
- 9.14 The Trade Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout, engineering, and preparation and checking of shop drawings. If required, the Trade Contractor shall substantiate this employment of competent personnel to JJC's Construction Manager's satisfaction before initiating any work.
- 9.15 The Trade Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Trade Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations.
- 9.16 If the Trade Contractor is delayed at any time in the progress of the work by any act or neglect of JJC, the Architect/Engineer, or by any employee of either, or by any separate contractor employed by JJC, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Trade Contractor's control, or by delay authorized by JJC, or by any other cause which the JJC Construction Manager determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as the JJC Construction Manager may determine. In the event that a conflict exists between this section (9.16) and a like clause contained in a document having higher precedence, such like clause shall have preference to the extent of the conflict.
- 9.17 Right-To-Know- each Trade Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed. Before using on site any material listed in the right-to-know substance list, each Trade Contractor will furnish the Construction Manager a copy of the material safety data sheet for that substance.
- 9.18 In the event the Trade Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Trade Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers. In that event, the Trade Contractor agrees that it will defend, indemnify and hold JJC harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.
- 9.19 The Trade Contractor will have competent supervision on site at all times when work is proceeding. No subcontractor should be working on site without representation/supervision by this Trade Contractor. The JJC Construction Manager reserves the right to hire proper supervision of subcontractors, and fully back charge

this Trade Contractor for such services.

#### **ARTICLE 10**

### **EQUAL OPPORTUNITY**

10.1 During the performance of this Agreement, the Trade Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Trade Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin. The Trade Contractor will comply with all provisions of Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U.S.C. 4212) and their implementing regulations at 41 CFR Chapter 60.

### **ARTICLE 11**

#### **ALTERATIONS**

- 11.1 The overhead and profit allowable under Article 8.3. A, 8.3 B, 8.3 C is:
  - For the Trade Contractor, for any Work performed by the Trade Contractor's own forces- 12 percent of the cost
  - For the Trade Contractor, for Work performed by his Subcontractor 5 percent of the amount due the Subcontractor
- 11.2 All proposals, except those less than \$200 shall be accompanied by a complete itemization of costs including, labor, materials and subcontractors. Labor and material shall be itemized in the manner prescribed in Article 11.1. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$200 be approved without such itemization.

### **ARTICLE 12**

# **COMPLETE AGREEMENT**

- 12.1 This Agreement, together with all documents, specifications, drawings, incorporated herein by reference, constitutes the entire Agreement between JJC and Trade Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein.
- 12.2 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.
- 12.3 Governing Law; Venue The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to his Agreement shall be litigated only in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any rights such party may have to transfer the venue of any such action or proceeding.

In witness whereof they have hereunder set their hands the day and date first above written. In the presence of

	Trade Contractor	
Witness	Accepted by:	(Signature)
withess	Name:	(Print name)
	Title:	
	Date:	
	Joliet Junior College Owner	
Witness	By: Joliet Junior College	(Signature)
	Name:	(Print name)
	Title:	
	Date:	

# Joliet Junior College

# **Preconstruction Conference Checklist**

Revision-F June 20, 2018



Date:
Time:
Project Title / Location
Project Number

**FOR** 

- 1. **Introductions:** All project members are to introduce themselves including their name, organization, title, and role on the project.
  - A. Joliet Junior College Personnel:
    - 1. Construction Manager:
      - a. Phone:
      - b. Cell:
      - c. Email:
    - 2. Alternate Contact:
      - a. Phone:
      - b. Cell:
      - c. Email:
  - B. Contractor Personnel
    - 1. Project Manager:
      - a. Phone:
      - b. Cell:
      - c. Email
    - 2. Construction Superintendent:
      - a. Phone:
      - b. Cell:
      - c. Email:

### 2. Communications:

- A. Communications related to the project between Joliet Junior College and the Contractor shall be conducted through the Joliet Junior College Construction Manager (CM) only, unless directed otherwise.
- B. In the event of an emergency the Contractor is to contact Campus Police at 815-280-2234, or may pick-up any campus phone and dial 2911.
- C. RFI's: Requests for Information (RFI's): All Requests for Information shall be in written form to JJC's CM with a copy to the A/E when required. All responses will come from JJC or the A/E in writing addressed to the Contractor's Project Manager

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- D. Weekly Construction Reports: Contractor is to provide a weekly construction report to JJC CM. This report is to be inclusive of daily activities, potential delays, stoppage, problems, accidents, near misses, significant decisions, meetings, requests by JJC, etc.
- E. Correspondence: All correspondence shall be directed to the Construction Manager

Joliet Junior College
Facilities Services Departmen
ATTN:
1215 Houbolt Road
Joliet, IL 60431

Include Project Title, Project Number, Purchase Order Number on <u>ALL</u> correspondence.

# 3. Construction Schedule:

- A. Schedule of Values: Contractor is to provide a schedule of values (AIA document recommended) broken down into each division of the work as a minimum. The schedule of values will include as a minimum a listing of the work elements or branch values, the cost of each work element, and the percentage of total project "award" cost that the work element represents. The schedule of values will become the basis for "work elements" a.k.a. "branch values" of the Construction Schedule. These same "work elements" shall be used as the basis for the "branch values" of the Construction Progress Report as listed in item #2D above.
- B. Construction Schedule: Contractor is to submit within one week of pre-construction meeting, a fully developed gantt chart type construction schedule.
  - 1. Provide a task for each construction activity or "work element".
  - 2. No progress payment will be processed until the construction schedule is submitted and approved.
  - 3. Provide a revised, updated schedule with each progress payment request.

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#### Performance:

Α.	Comme	encement, Prosecution & Completion of Work		
	1.	Purchase order/notice to proceed received:		
	2.	Contract Amount:		
	3.	Total Amount of Alternates Accepted:		
	4.	Proposed start/mobilization date :		
	5.	Preconstruction Submittals Received:	Check one Y	N
	6.	Bonding & Insurance Requirements Received:	Check one Y	N
	7	Completion date:		

- 8. Delays and time extensions: The Contractor is responsible for the completion of project work within the time designated above and in the construction schedule. Justified change orders may qualify a delay and require a time extension which must be discussed and approved by the JJC CM. Failure to complete the project on time will result in a negative evaluation of Contractor performance on the JJC project close-out documents.
- 9. All shop drawings will be submitted to the JJC CM or A/E when required. Material samples shall be submitted for approval when required.
- 10. The JJC CM and/or the A/E will provide a list of punch list items. The final punch list shall be completed within 2 weeks upon substantial completion. 10% of the contract amount will be withheld until all punch list items are completed.
- 11. Construction status meetings between the Contractor and JJC CM shall be held on a weekly basis in the JJC CM's office. At the JJC CM's discretion, this weekly meeting may be held via conference telephone call as the project dictates.
- 12. As-built drawings shall be maintained and kept on-site daily. Final as-built drawings are required to be turned over to the JJC CM at project completion. When AutoCAD drawings are available from the A/E, the Contractor will revise the drawings to reflect as-built conditions. Final payment will not be processed until all as-built drawings are received.

# B. Coordination of Work:

- 1. The Contractor is responsible for coordination of all elements of the work and every aspect of the coordination of his subcontractors work.
- 2. The Contractor is required to have a competent construction supervisor in charge of the work at all times. Construction supervisor may be a working foreman. It is required that the contractor have their own supervisor on site anytime they have a subcontractor on site.
- 3. When the shut down of utilities is required, the Contractor shall coordinate with the JJC CM to schedule the shut down process. Allow a minimum of 5 days notice

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to allow for a shut down. Unless otherwise stated during the bidding process, a utility shut down will be required between the hours of 10:00 p.m. to 6:00 a.m.

- 4. The contractor is to consider any loud construction noise that may be disruptive to classes, faculty, students and staff (including but not limited to loud demolition, hammer drilling, concrete cutting/drilling, rock breaking, shooting of metal stud track into floors and ceilings, etc.). Such work shall be performed during the maintenance hours of 10:00 p.m. to 6:00 a.m.
- 5. The contractor will be responsible for providing and maintaining portable toilet facilities when the scope of work is an outdoor project. Location of the portable toilet(s) shall be coordinated with JJC.
- 6. Any project requiring excavation with remaining spoils shall be hauled off site as part of the contractor's base scope of work. Leaving/spreading spoils on site shall not be permitted.

### C. Contractor Evaluation:

At the completion of the project, the JJC CM will complete a contractor evaluation. This evaluation is kept on file and is taken into consideration when considering the Contractor for future projects.

**13. Mobilization:** Prior to the Contractor mobilizing on site, the following requirements must be met and reviewed.

# A. Pre-mobilization requirements:

- 1. Safety plan submitted and approved. Safety plan should address issues of excavation, crane lifts, hot work and other construction hazards that may apply to their work.
- 2. Schedule of Values and Construction Schedule submitted and approved.
- 3. Review Contractor's plan for mobilizing on site, including phasing, timing elements, crane operations, dumpster locations, gang box locations, deliveries, parking, storage of material, etc.
- 4. Contractor check-in with Facility Services. The Contractor's employees are required to obtain vehicle tags and I.D. badges. Any ticketing by Campus Police as a result of no vehicle tag will be the responsibility of the Contractor.

- **14. Maintenance, Housekeeping and Clean-up:** The Contractor is primarily responsible for housekeeping in its respective work areas, and for work performed by its employees and subcontractors. This means the Contractor's work area is required to be maintained in an orderly, safe and productive condition at all times.
  - A. Accumulation of combustibles, flammable liquids, chemical products, tools not in use, trash and/or refuse is not acceptable and will not be allowed.
  - B. Parking, staging and storage of materials and equipment shall be confined to designated areas only.
  - C. When a Contractor's work material may be dislodged by wind and could create a hazard when left in an open area, it shall be secured by the Contractor.
  - D. The Contractor will police its work area(s) at the end of the shift and leave the area in a condition that is acceptable to the JJC CM.
  - E. In the event that housekeeping in a Contractor's work area is found to be in an unacceptable condition by the JJC CM, the CM will give notice once verbally to the Contractor's on-site supervisor or foreman. If the deficiency is not corrected in a timely manner (and no later than the end of the day's work shift), the JJC Facility Services Department may make provisions for clean-up (which may or may not be done by outside services), and fully back charged to the Contractor. The Contractor will be liable for all costs associated with clean-up at a minimum rate of \$125/man hour plus materials.
  - F. The Contractor shall provide and install safety fencing or barricades around areas requiring protecting (including but not limited to trees, plantings, etc.). This includes installing cyclone fencing for outdoor projects to prevent anyone from entering the construction zone.
  - G. The Contractor will be responsible for daily cleaning of mud off roadways where required, or caused by this Contractor.
  - H. The Contractor will provide tree protection and install silt fencing when working in areas that such protection or erosion control is required.
  - I. The Contractor will provide berms around storm drains to prevent mud run-off from entering the lake.

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- J. The contractor shall provide floor protection where necessary when the potential of damage to flooring may occur as a result of this contractors work. Contractor is to determine the necessary means, material and extent of floor protection required. Contractor should also photograph and document existing floor conditions prior to any work.
- K. Any landscape/lawn areas disturbed or damaged (inclusive of ruts, damaged trees, bushes, grass/turf, etc) as a result of this contractors work shall be repaired and/or replaced to original condition. Contractor shall take necessary means to protect such areas whenever possible.
- L. Where necessary, this contractor shall provide dust protection in all areas that may be impacted by their work. Means and methods of dust protection is to be determined by this contractor. Contractor will be fully responsible for cleaning all dust in any and all areas impacted by this project.

### 15. Conduct and Behavior:

The Contractor's employees and representatives must take into consideration the environment around them when holding conversations with fellow associates as well as JJC staff as to not interrupt classes that may be in session, or students in concourses that may be studying. Profanity/foul language, derogatory remarks or harassment of faculty, staff and/or students will not be tolerated and will be an immediate means for the employee dismissal from the project by JJC.

# 16. Progress Payments/Invoicing and Change Orders:

- A. A "pencil" copy of progress invoicing shall be submitted to the JJC CM & the A/E by the 1st of every month for review and approval. Final invoicing shall be in by the second week of the month for processing and board approval. No invoice will be processed without lien waiver(s) and certified payroll.
- B. Any extra work done by the Contractor will be considered performed at no extra cost to JJC unless a <u>written</u> JJC change order form has been fully executed and signed by the Director of Business and Auxiliary Services. A contractor shall not be entitled to any compensation for extra work/material based on verbal conversations (the contractor is considered proceeding with extra work at their own risk without a fully executed JJC change order form). It is the contractor's responsibility to obtain a fully executed change order form from JJC. A change order, or a combination of multiple change orders may not exceed 10% of the original contract without JJC seeking approval from the Board of Trustees.

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### 17. Miscellaneous:

- A. Soliciting or canvassing and posting or distributing printed material (except as permitted by law) is prohibited.
- B. Smoking and chewing tobacco is strictly prohibited on JJC property.
- C. Drinking, using, possessing or being under the influence of alcohol or controlled substances are prohibited, and a cause for immediate dismissal.
- D. No radios, CD Players or MP3 players shall be used during normal working hours.
- E. The Contractor shall perform his/her work in accordance to no less than the minimum requirements as established by the Occupational Safety and Health Association. Personal Protection equipment shall be provided by the Contractor and worn at all times.
- F. The Contractor will be responsible for securing materials and tools and shall be solely responsible for any such theft or damage.

By signing below, the Contractor certifies that he, his employees, subcontractors, or assigns will abide to this Preconstruction Conference Checklist during the course of the project. This document shall be attached and included as part of the contract for this project.

Contractor:			_
Print name:			_
Sign name:			
Title:			
Date signed:			
JJC CM:			
Sign name:			
Date signed:			

# Safety Requirements for Contractors and Subcontractors

Environmental Health and Safety
Facility Service Department
(815) 280-2384

## **Environmental Health and Safety**

# Safety Requirements for Contractors And Subcontractors

Environmental Health and Safety
Facility Services Department
1215 Houbolt Rd.
Joliet, IL 60431

Phone: (815) 280-2384 Fax (815) 280-6673

http://www.jjc.edu/ehs

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#### B22002

## SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

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## Introduction

#### **EHS Information**

The mission of Environmental Health and Safety (EHS) is to:

- Work toward providing a safe and healthful living, learning, and working environment for every member of the greater college community by assuring safe work practices through educating, training, and assisting individuals and departments;
- Help individuals and departments achieve compliance with all health and safety state and federal regulations and college policies as economically as possible and
- Act as liaison with external regulatory agencies, and to monitor college compliance with mandatory health and safety standards whenever necessary.

#### **Purpose**

Joliet Junior College developed *Safety Requirements for Contractors and Subcontractors* to assure the safety of college employees and the public who may be in proximity to renovation, demolition, installation, or maintenance operations performed by Contractors or Subcontractors. Every Contractor is expected to take steps as necessary to protect the safety and health of college employees, students, and visitors during the performance of their work. Each Contractor that coordinates the work of Subcontractors shall assure that they abide by the requirements outlined herein.

## **Application**

Each department that coordinates or uses the services of a Contractor to perform maintenance, repair, installation, renovation or construction-related operations is expected to designate one or more persons to coordinate this program within his or her department. These coordinators are expected to assure that the Contractor is:

- Informed of the presence of hazards in or near the work area.
- Informed about JJC's requirements related to lead, confined space entry, lockout/tagout, hot work, and excavation operations.
- Aware of the colleges' expectations regarding safety compliance and the control of worksite hazards.

A representative from EHS will serve as the coordinator for the purposes of this program on capital renovation and construction projects.

## Scope

This program applies to all JJC properties, and to all work performed by Contractors and Subcontractors in or on property owned, leased or occupied by JJC or employees of JJC.

# **General Requirements**

## **Contractual Obligations**

A copy of this document shall be made available upon request to prospective bidders/offerors at the pre-bid/pre-proposal conference for the work. This document shall be either included with, or referenced in, the contract documents.

Contractors performing building, facilities or equipment-related construction, repair, installation, renovation or maintenance activities shall attend a safety orientation as follows:

- On capital projects, this orientation will be conducted during the pre-construction conference or as determined by the Project Manager.
- For non-capital construction/renovation work, the Project Coordinator shall arrange the safety orientation with EHS and the Contractor prior to the start of work by contacting EHS at (815) 280-2384. Contractors retained on a term contract need only attend one safety orientation held prior to the award of the first project under that contract.

The Contractor shall provide the Project Manager/Coordinator with emergency contact phone number(s), usable 24 hours a day, for the Contractor's representative. These phone numbers shall be copied to EHS and the JJC Police Department prior to the work.

The Contractor bears sole responsibility for the safety of his or her employees. The Contractor is expected to take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Illinois Department of Labor (IDOL) and the Occupational Safety and Health Administration (OSHA). These regulations include, but are not limited to:

- Title 29 of the Code of Federal Regulations (CFR) Parts 1910, Occupational Safety and Health Administration (OSHA) Standards for General Industry,
- Title 29 of the Code of Federal Regulations (CFR) Parts 1926, Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry.

The Contractor bears sole responsibility for communication of safety-related information and requirements to his or her Subcontractors. Contractors shall assure that their Subcontractors comply with the requirements outlined herein.

#### **Submittals**

Submittals, where required from the Contractor by this document, shall be made in writing, directly to the Project Manager/Coordinator and copied to EHS. Submittals shall be made sufficiently in advance to avoid delay of the project. Where review, approval, or coordination of submittals is required, submittals shall be made at least ten (10) working days prior to the start of the project unless prior arrangements have been made. Post-job submittals, where required

as outlined in this document, shall be made no later than fifteen (15) working days after completion of the project or as specified herein.

## **Control of Fugitive Emissions**

The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials (such as lead dust or asbestos), and noise.

Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA or IDOL and where college employees or the public may be exposed to the product or material, the Contractor shall take all reasonable steps to maintain exposures below the PEL where an exposure condition during use exceeding the PEL could reasonably be anticipated. In such instances, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practicable to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorize personnel only.

## **Accidental Spills and Releases**

In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the fire department, campus police, or other entities as needed or required,
- · Contact EHS, and
- Contact the Project Manager/Coordinator.

EHS emergency response personnel may be reached after normal business hours by contacting the Campus Police Department at (815) 280-2234 or 2811 from a house phone.

The following phone numbers may be used in the event of an emergency during normal working hours:

	Outside	On-Campus
Joliet Fire Department and		911
Ambulance		
JJC Campus Police	(815) 280-2911	Extension 2911
North Campus-Romeoville	911	911
Fire/Ambulance		
Morris Fire/Ambulance	911	911
Environmental, Health and	(815) 280-2384	Extension 2384
Safety		
East Joliet Fire/Ambulance	(815) 723-1504	911
Facility Services	(815) 280-2332	Extension 2332

All college costs associated with responding to or remediation of a chemical or hazardous material spill or release may be assessed by the Contractor.

#### **General Work Requirements**

The Contractor shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment, that restricts access to qualified or authorized persons only, or that establishes other requirements for entry.

The Contractor shall not conduct work or operations that obstruct exits or the means of egress from an occupied building without the prior approval of EHS and the Project Manager/Coordinator. Equipment and materials are not to be stored in exits or exit stairwells at any time, and may not be stored in the means of egress without prior approval. Fire rated doors shall not be chocked or blocked open except temporarily and event of a building fire alarm or similar emergency.

Compressed gases shall be stored, used and transported in accordance of the NFPA, OSHA and DOT. New compressed gas installations shall comply with these agency requirements.

All tents, stages and temporary structures shall comply with the requirements of the NFPA.

Contractors shall not use College equipment or vehicles nor shall the Contractor allow college employees to use the Contractors' equipment or vehicles without the approval of Risk Management and EHS. If an employee of a Contractor needs to use specialized equipment owned by JJC, such as powered industrial trucks, the Contractor must provide suitable documentation that the employee has been trained and certified (if required) to use such equipment.

# **Specific Program Requirements**

## **Non-capital Projects**

#### **Asbestos and Suspect Asbestos Containing Building Materials**

It is the responsibility of the Contractor to provide his or her own asbestos awareness program which shall include, but is not limited to, the information contained in this section and the OSHA asbestos-related regulations (29 CFR 1926.1101), Verification that this training has been conducted shall be supplied to the college upon request.

Contractors employed by the college to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Coordinator of the location of suspect and known asbestoscontaining materials (ACM) in the work area(s) to which they are assigned by one of the following means:

- The Project Coordinator shall provide the Contractor with a copy of a completed "Work Order Review Form" or an asbestos inspection report specific to their work and the materials that are to be distributed, or
- Where the construction documents for a project clearly detail asbestos material locations within the work area, these documents may serve in lieu of the "Work Order Review Form" or inspection report.

The "Work Order Review Form" is used internally at the College to document that the proposed scope of work has been reviewed for the presence of suspect or known ACM. The "Work Order Review Form" will be completed by either EHS or the individual within the Department approved by EHS to perform this review. Questions related to this issue should be addressed to EHS at (815) 280-2384. An asbestos inspection report may, at the discretion of the Contracting Department, be prepared by an asbestos consultant licensed in Illinois to perform the duties of Asbestos Inspector and Asbestos Management Planner, this report shall be copied to EHS upon receipt.

Contractors shall, under no circumstances, damage or disturb suspect or known *friable* ACM unless they are a licensed Illinois Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. Contractors may remove *non-friable* ACM, or perform work that will potentially disturb non-friable ACM, only with prior approval by EHS of the Contractors proposed work methods, employee training and waste disposal site. If suspect asbestos materials are discovered during the course of the work, the Contractor shall stop work immediately and notify the Project Coordinator or other person as indicated in the contract documents.

The Contractor shall not proceed with any change in work which requires a material to be disturbed that the "Work Order Review Form", asbestos inspection report, or construction documents show has not previously been tested (e.g., "suspect" ACM). If a change in the scope of work becomes necessary, the revised scope of work shall be reviewed and pre-approved by EHS or other authorized person.

Asbestos materials may not be used or installed in College facilities.

## **Lead-Containing Building Materials**

Contractors employed by the college to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Coordinator of the location of lead-containing building materials in the work area(s) to which they are assigned by one of the following means:

- The Project Coordinator shall provide the Contractor with a copy of the completed "Work Order Review Form" or a lead inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail the location of leadcontaining building materials within the work area, these documents may serve in lieu of the "Work Order
  - Review Form" or inspection report.

The Project Coordinator may obtain information regarding the location of lead materials within a work site from the Department Safety Representative or by contacting EHS at (815) 280-2384. A lead inspection report may, at the discretion of the Contracting Department, be prepared by a lead consultant licensed in Illinois to perform the duties of Lead Inspector, this report shall be copied to EHS upon receipt. Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect college employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulation. The Contractor shall submit a copy of his or her lead compliance program, as required by 29 CFR 1926.62(e), with required supporting documentation for prior review and approval to EHS. This submittal shall be made sufficiently in advance of construction to avoid delay of the project. Where the Contractor is engaged in work in child-occupied facilities (as defined by 40 CFR Part 745), such work shall be performed in accordance with 40 CFR Part 745, and clearance testing shall be performed by EHS or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

A copy of the analytical report(s) for any personal air samples taken during the course of the work shall be provided to EHS.

The Contractor shall not proceed with any change in work that requires a material be disturbed that the "Work Order Review Form", lead inspection report, or construction documents shows has not previously been tested unless pre-approved work procedure will be followed.

On projects where lead-containing materials will be disturbed or removed during the course of work, the Project Designer shall contact EHS at (815) 280-2384 to determine disposal requirements. If the lead-containing materials will constitute a hazardous waste, disposal of these materials shall be coordinated with EHS. The disposal requirements must be established during the design of the project.

## **Confined Spaces**

When the College arranges to have a Contractor perform work that involves entry into a confined space, the Project Coordinator shall:

- Inform the Contractor that the workplace contains confined spaces and that the entry is allowed only through compliance with a confined space program meeting the requirements set forth by the DOL and the OSHA.
- Apprise the Contractor of the elements, including the hazard(s) identified and the college's experience with the space.
- Apprise the Contractor of any precautions or procedures that the college has implemented for the protection of college employees in or near confined spaces where contractor personal will be working.
- Coordinate entry operations with the Contractor when both College personnel and contractor personnel will be working in or near confined spaces.
- Debrief the Contractor at the conclusion of the entry operations regarding the confined space program followed and any hazards confronted or created in confined spaces during entry operations
- Provide a copy of JJC Confined Space Entry Program to the Contractor upon request.

Information on JJC Confined Space Program and information on specific confined spaces on JJC Properties may be obtained by contacting EHS at (815) 280-2384.

Each Contractor who is retained to perform work that will require permit space entry operations shall:

- Coordinate entry operations with the Project Coordinator when both the Contractor and College personnel will be working in or near permit spaces;
- Inform the Project Coordinator in writing of the permit space program the Contractor will follow;
- Inform the Project Coordinator of any hazards confronted or created in permit spaces during entry operations;
- Provide a copy of the Contractor's Confined Space Program to the College upon request;
- Inform the Project Coordinator in writing of the rescue services/team they will be using during permit entry; and
- Provide a copy of the canceled permit(s) to the Project Coordinator and EHS at the conclusion of entry operation.

## **Confined Spaces**

The Contractor shall maintain, on-site, Material Safety Data Sheets (MSDS's) for all chemicals used or stored at his or her job site as required by IDOL/OSHA regulations and the contract documents. The Contractor shall provide copies of MSDS's to the Project Coordinator and EHS upon request.

Chemicals are used extensively on the JJC campus. Chemicals use and/or storage is routine in, but not limited to, the following areas or locations:

- Laboratories
- Fume hood exhausts on the roofs of laboratory buildings. (In general, signs have been
  posted on the roof access hatch or door restricting access to the roofs of buildings where
  fume hood exhausts are located).
- Chemical stock rooms.
- Agricultural Shops, Areas, and Chemical Storage.
- Chemical waste accumulation areas.
- Facility Services and Kitchen, paint and chemical storage areas.
- Custodial Closets.

The Project Coordinator shall inform the Contractor of the following:

- Known hazards and any required safety procedures that must be followed in the Contractor's work area.
- Methods for obtaining access to Material Safety Data Sheets (MSDS) for hazardous chemicals present in the Contractor's work area.
- Information about the labeling system used in the work area (NFPA 701).
- Emergency procedures that the Contractor is to follow in the event of accidental exposures or releases of hazardous chemicals.

If the work will be conducted on the roof of a building where fume hood exhausts are located, the Project Coordinator shall coordinate access with Facility Services, the departments within the building, and EHS, as necessary to ensure that:

- Fume hoods within, or adjacent to, the work area are shut down,
- No experiments are in-progress that would generate toxic or hazardous airborne contaminants;
- All chemicals stored within the fume hoods are capped or otherwise sealed; and
- The Contractor is informed of any special precautions that must be taken to prevent employee exposure to hazardous chemicals.

A minimum of seven days advance notice is generally required to coordinate fume hood shutdowns. In emergency situations (for example, when the Contractor's personnel must conduct work on, or in proximity to, active fume hood exhausts), the Contractor may access these roof areas if appropriate personal protective equipment is used. The Contractor shall be

informed in writing by the Project Coordinator of the precautions that should be taken to protect his or employees while conducting such work. This information may be obtained by contacting EHS at (815) 280-2384.

Given the number of chemicals used, and changing work within chemical laboratories, it is impractical for the college to provide the Contractor with a MSDS for any chemical potentially inuse within any given laboratory. However, MSDS's are required to be maintained and to be accessible to employees in each work area, and MSDS's for all chemicals may be obtained from Campus Police or EHS.

The Contractor shall assume that all hazardous chemicals or materials are handled and disposed of in accordance with federal and state regulations. Where a hazardous waste disposal manifest is required by these regulations, the Contractor shall contact EHS at (815) 280-2384 to assure that manifesting, storage, and the proposed disposal method and disposal site meet college and EPA requirements. The Contractor shall supply a copy of the completed waste manifest to EHS within 24 hours of receipt.

Where the Contractor has secured air samples documenting employee exposure to airborne chemical or particulate hazards during the course of his or her work, a copy of all air sample results shall be provided to EHS within 24-hours of receipt by the Contractor.

## **Electrical Safety and Lockout/Tagout**

If College employees will be present on the Contractors worksite, and employees of either JJC and/or the Contractor will be performing work that requires the use of lockout and/or tagout devices, the following requirements shall apply:

- The Project Coordinator and Contractor shall inform each other of their respective lockout/tagout procedures.
- The Project Coordinator and Contractor shall each inform their personnel regarding the energy control procedures that are to be followed on the project site.
- A copy of JJC 's Electrical Safety and Lockout/Tagout programs shall be provided to the Contractor upon request.
- A copy of the Contractors electrical safety and lockout/tagout program shall be made available to the college upon request.

## **Trenching and Excavations**

The Contractor shall coordinate trenching and excavation work with the Project Coordinator, Facility Services, and JULIE to assure the coordination of work and shutdown of utilities if necessary.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall confirm, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P requirements.

Trenching or excavations below the level of the base or footing of any foundation or retaining wall, or adjacent to any utility, sidewalk or roadway, will not be permitted unless:

- A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure, or
- The excavation is in stable rock, or
- A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees or the structure.

This determination is the responsibility of the Contractor except as permitted, required or otherwise allowed by the project specifications or drawings

The Contractor shall notify the Project Coordinator of the name of the individual that is to serve as the Contractor's competent person as defined by this program and the OSHA regulations. The Contractor's designated competent person shall maintain a written log of the daily inspections made of excavations, adjacent areas, and protective systems. A copy of this written log shall be made available to the college upon request.

Where the design of a sloping and benching system, support system, shield systems or other protective systems requires review and approval by a registered professional engineer, the Contractor shall submit a copy of the completed review to the Project Coordinator and EHS prior to the start of work.

#### **Hot Work**

Contractors performing hot work shall maintain a Hot Work Permit Program and employee-training program that meets the OSHA requirements found in 29 CFR 1926.352 and ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to, use of open flames, compressed gasses or supplied fuel burning, brazing, cutting, grinding, soldering, thawing, pipe, torch applied roofing, and welding.

A copy of the canceled permit(s) shall be provided to the Project Coordinator and EHS after completion of the work.

## **Capital Projects**

## **Asbestos and Suspect Asbestos Containing Building Materials**

It is the responsibility of the Contractor to provide his or her own asbestos awareness program which shall include, but is not limited to, the information contained in this section and the OSHA asbestos-related regulations (29 CFR 1926.1101). Verification that this training has been conducted shall be supplied to the Architect/Engineer of record for the project and/or the college upon request.

The location of asbestos materials, where present within the jobsite, will be detailed in the construction documents for that project.

Asbestos materials may not be used or installed in College facilities.

## **Lead-containing Building Materials**

The location of lead materials, where present, will be detailed in the construction documents for that project.

Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect college employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations related to health, safety, transportation and disposal.

## **Confined Spaces**

Where the work of the Contractor involves entry into confined spaces, the Contractor shall perform such entry in accordance with the OSHA (e.g., 29 CFR 1926.20 and/or 1910.146) requirements. Where the work involves an existing college permit-required confined space, the Project Manager and/or Field Engineer shall coordinate with EHS to assure that:

- The Contractor is apprised of the elements, including the hazard(s) indentified and the college's experience with the space, that make it a permit-required confined space.
- The Contractor is apprised of any precautions or procedures that the college has implemented for the protection of college employees in or near permit spaces where contractor personnel will be working.
- The Contractor is debriefed at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.

The Contractor shall provide at least 24-hours advance notice to the Field Engineer when both college personnel and the Contractor's personnel will be working in or near permit-required confined spaces. The Field Engineer shall notify EHS at (815) 280-2384, and EHS shall assure that the college personnel have been informed of the precautions and procedures to be followed during entry operations. Under these circumstances the Contractor shall:

- Inform EHS of the permit space procedures the Contractor will follow;
- Inform EHS of any hazards confronted or created in permit spaces during entry operations.

#### **Hazard Communication**

The Contractor shall maintain, on-site, Material Safety Data Sheets (MSDS's) for all chemicals used or stored at the job site as required by IDOL/OSHA regulations and the contract documents.

Chemicals are used extensively on the JJC campus. Chemical use is routine in, but not limited to, the following areas or locations:

- Laboratories.
- Fume hood exhausts on the roofs of laboratory buildings. (In general, signs have been
  posted on the roof access hatch or door restricting access to the roofs of buildings where
  fume-hood exhausts are located).
- · Chemical stock rooms.
- Agricultural shop, areas, and chemical storage.
- Chemical waste accumulation areas.
- Facility Services and Residential and Dining Programs paint and chemical storage areas.
- Custodial closets.

Where necessitated by the work, the Field Engineer and/or Project Manager shall coordinate with EHS to assure that the Contractor is informed of the following:

- Known hazards and any required safety procedures that must be followed in the Contractor's work area.
- Methods for obtaining access to Material Safety Data Sheets (MSDS) for hazardous chemicals present in the Contractor's work area.
- Information about the labeling system used in the work area (NFPA 701).
- Emergency procedures that the Contractor is to follow in the event of accidental exposures or releases of hazardous chemicals.

If work will be conducted on the roof of a building, where fume hood exhausts are located, the Field Engineer shall coordinate access with Facility Services, the departments within the building and EHS as necessary to ensure that:

- Fume hoods within, or adjacent to, the work area are shut down,
- No experiments are in-progress that would generate toxic or hazardous airborne contaminants:
- All chemicals stored within the fume hoods are capped or otherwise sealed; and,
- The Contractor is informed of any special precautions that must be taken to prevent employee exposure to hazardous chemicals.

A minimum of seven days advance notice is generally required to coordinate fume hood shutdowns. In emergency situations (for example, when the Contractor's personnel must conduct work on, or in proximity to, active fume hood exhausts), the Contractor may access these roof areas if appropriate personal protective equipment is used. The Contractor shall be informed in writing by EHS of the precautions that should be taken to protect his or her

employees while conducting such work. The Field Engineer may request this information by contacting EHS at (815) 280-2384.

Given the number of chemicals used, and changing work within chemical laboratories, it is impractical for the college to provide the Contractor with a MSDS for any chemical potentially inuse within any given laboratory. However, MSDS's are required to be maintained and to be accessible to employees in each work area, and MSDS's for all chemicals may be obtained from EHS.

The Contractor shall assure that all hazardous chemicals or materials are handled and disposed of in accordance with federal and state regulations and the contract requirements.

## **Electrical Safety and Lockout/Tagout**

If college employees will be present on the Contractors worksite, and employees of either JJC and/or the Contractor will be performing work that requires the use of lockout and/or tagout devices, the following requirements shall apply:

- The EHS representative and the Contractor shall inform each other of their respective lockout/tagout procedures.
- The Project Manager and/or Field Engineer will coordinate with the EHS representative
  to assure that college personnel understand the energy control procedures that are to be
  followed in the project site.
- The Contractor shall assure that his/her personnel understand the energy control
  procedures that are to be followed on the project site.
- A copy of JJC's Electrical Safety and Lockout/Tagout programs shall be provided to the Contractor upon request.
- A copy of the Contractors electrical safety and lockout/tagout procedures shall be made available to the college upon request.

## **Trenching and Excavations**

The Contractor shall coordinate trenching and excavation work with the Project Manager and/or Field Engineer and JULIE to assure the coordination of work and shutdown of utilities as necessary.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P, and the requirements of the contract.

#### **Hot Work**

Contractors performing hot work shall maintain a Hot Work Permit Program and employee-training program that meets the OSHA requirements found in 29 CFR 1926.352 and ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to, use of open

flames, compressed gases or supplied fuel burning, brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding.

## Agencies/Firms With No Contractual Relationship with JJC

All agencies/firms conducting work on JJC property shall comply with the requirements of NFPA, EPA, DOL, OSHA and this program, even where no formal contractual relationship exists between JJC and the agency/firm. The agency/firm shall maintain appropriate insurance, including general liability, auto liability, and workers compensation insurance. Verification of insurance shall be coordinated with JJC's Director of Risk Management, who may be reached at (815) 280-2325, prior to the start of work. Such agencies/firms shall not, without prior written approval of EHS:

- Use a product(s) or material(s) that has a permissible exposure limit (PEL) established by OSHA.
- Perform work on JJC property that may damage or disturb known or suspect asbestos materials,
- Perform work on JJC property that may damage or disturb known or suspect leadcontaining materials,
- Perform work on JJC property that involves entry into a permit-required confined space,
- · Perform work on any electrical system or utility,
- · Construct nor enter excavations, nor
- Perform hot work.

## **Work Site Inspections**

## **Non-capital Projects**

Work site inspections may be conducted by EHS or other designated college personnel. These inspections are conducted solely for the benefit of the college, and shall not relieve the contractor of responsibility for enforcement of, and compliance with, OSHA, NFPA or EPA regulations.

In the event that work site conditions exist that potentially impact the safety of college employees, students, or the public, the college inspector shall issue a verbal or written warning to the Contractor and shall notify the Project Coordinator. If the unsafe conditions cannot be immediately corrected and represent a danger or have a potential to hard college employees, students or the public, then the college inspector will:

- Detail the NFPA, EPA or OSHA violations that were noted, and explain the potential impact upon college employees, students or the public,
- Require that the Project Coordinator have the Contractor either stop work or implement measures to isolate the hazardous condition until the unsafe condition can be mitigated,
- Issue a formal written report of the violation(s) to the Contractor. This report shall be copied to the Project Coordinator.

Reports of deficiencies may be factored into the evaluation of the contract by the college, and may be included in a vendor complaint file that is available for review by other state agencies. Repeat safety violations of a similar nature and/or a single serious willful safety violation by a Contractor may warrant review and termination of the contract.

#### **Capital Projects**

Work site inspections may be conducted by EHS or other designated college representatives. Such inspections shall be coordinated with the Field Engineer and/or Project Manager. These inspections are conducted solely for the benefit of college personnel who may be working on the site and shall not relieve the contractor of responsibility for enforcement of, and compliance with NFPA, EPA, and OSHA regulations.

In the event that work site conditions exist that potentially impact the safety of college employees or the public, EHS shall notify the college Field Engineer and the Contractor of the hazard, and will assure that other college personnel present on-site are warned to avoid the area of the hazardous condition. The Contractor shall take prompt action to correct the hazardous condition. If the hazardous condition cannot be immediately corrected, the Contractor shall take effective steps to isolate the hazardous condition and/or shall stop work that is causing the hazardous condition until the hazard can be mitigated.

In the event that work site conditions exist that present an immediate safety hazard for the Contractors personnel, EHS may, as a courtesy, notify the Field Engineer and the Contractor of the hazardous condition. The Contractor shall take prompt action to correct the hazardous condition as required by the *General Conditions of the Construction Contract*.

## Agencies/Firms Where No Formal Contractual Relationship Exists

When hazardous condition are identified by EHS related to work performed by agencies/firms conducting work on JJC property where no formal contractual relationship exists between JJC and the agency/firm, the hazardous condition shall be immediately corrected. If the hazardous condition cannot be immediately corrected, the agency/firm shall stop work and shall take effective steps to isolate the hazardous condition from personnel and the public. Repeat safety violations of a similar nature or willful disregard for the NFPA, EPA or OSHA requirements or the requirements outlined in this program will result in immediate removal from JJC property.

#### **Definitions**

Capital Project: A capital project is one whose total project cost exceeds \$500,000.

- **Competent Person**: As related to excavation, trenching or shoring work, the Contractor's "competent person" means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- **Confined Space**: A confined space is a space that is large enough for a person to enter, that has limited means for entry or exit, and that is not designed for continuous occupancy. Example include tanks, silos, storage bins or hopper, utility vaults and pits.
- **Contracting Department**: The Department at the college that has contracted for work to be performed by a Contractor. In regards to agencies/firms conducting work on JJC property, where no formal contractual relationship exists between JJC and the agency/firm, the department that is coordinating or approving the work of the agency/firm is the Contracting Department.
- **Contractor**: An entity or agency employed by the college to perform the installation or maintenance of equipment or the renovation or construction of a building, room or space on college property, or that provides services to the college on college property including, but not limited to, vending, supplies, erection of tents and other services.
- **Field Engineer:** The representative from JJC's Facility Services department that oversees capital construction and/or renovation activities.
- **Friable Asbestos:** An asbestos material that is capable of being reduced to powder by hand pressure when dry, or a nonfriable asbestos material that is subject to grinding, sanding, cutting or abrading or that is otherwise rendered by mechanical means.
- **Lockout/Tagout:** A program used to ensure that employees are protected from sources of potentially hazardous energy. The program requires that hazardous energy sources be identified and locked and/or tagged-out before work is done on the system(s).
- **Permit-required confined space:** A permit-required confined space is a confined space that contains potential or known safety hazards that must be dealt with prior to or during entry to assure the safety of those employees performing the work.
- **Project Coordinator:** The individual(s) within a Department that has been assigned duties related to oversight or coordination of work performed by a Contractor as defined in this program.
- **Project Manager:** The representative from JJC's Facility Services department that coordinates the work of the Field Engineer and the Architect/Engineer related to capital construction and/or renovation projects.

**Serious, willful safety violation:** "Serious, willful safety violation" is defined, for the purposes of this program, as a work activity with a substantial probability that death or serious physical harm could result and where the hazard was known or should have been known, but where the work activity was continued regardless of the existence of the safety hazard.

#### LABOR MANAGEMENT PROJECT AGREEMENT

This Agreement is entered into thisday of, 20 by and between Joliet Junior
College, Illinois Community College District 525 of Will, Grundy, Kendall, LaSalle, Kankakee,
Livingston, and Cook, Illinois, (hereinafter called the "Owner"); and
(hereinafter called the "Project Contractor"); and theBuilding
Trades Council (hereinafter called the "Union"), acting in their own behalf and on behalf of their
respective affiliates and members; and the THREE RIVERS CONSTRUCTION ALLIANCE,
acting on their own behalf and on the behalf of their respective affiliates and members, with
respect to all construction projects at Joliet Junior College, which includes the Master Plan and
Capital Improvement Plans thru August 2013, located in Will County, Illinois.

#### WITNESSETH:

WHEREAS, to accomplish the goals of quality, cost effectiveness and timelessness requires that all participants exhibit a positive attitude intent on success; and

WHEREAS, there must exist amongst all parties a willingness to cooperate fully in devoting themselves to the goals of the Project; and

WHEREAS, this program has no room for adverse relationships, but only a true spirit of cooperation and commitment; and

WHEREAS, it is essential that the work required to construct this Project be accomplished in an efficient and economical manner so as to provide productivity, the highest levels of quality and the total elimination of delays thereby fostering new plateaus in labor/management cooperation; and

WHEREAS, Joliet Junior College, Illinois Community College District 525 of Will, Grundy, Kendall. LaSalle, Kankakee, Livingston, and Cook, Illinois, (hereinafter referred to as

the "Owner"), its general Contractor(s), its subcontractor(s) of whatever tier, the local Building Trades Council, the THREE RIVERS CONSTRUCTION ALLIANCE dedicate themselves to the goal that together, in full cooperation, local labor, and management will produce a project of excellent quality, as economically as possible, in a safe environment, under favorable working conditions; and

WHEREAS, nothing contained herein shall prevent the Owner form considering bids for the Project so long as the General Contractor and its Subcontractors agree to abide by the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants above-contained and other good and valuable consideration, as hereinafter set forth, the parties do hereby agree as follows:

#### SECTION 1. Introduction

It is understood by the parties to this Agreement that other contractors awarded construction work directly or indirectly by the Owner will execute this Agreement and become signatory contractors for the purpose of this work.

The intent of the parties to this Agreement is to establish labor and management cooperation between the Owner, Project Contractor, all Contractors and Subcontractors performing construction work in this Project site, and the appropriate Unions signatory to this Agreement for the express purpose of producing a quality project on schedule, and, as economically as possible, in a sage environment under favorable working conditions.

#### SECTION 2. Scope of the Agreement.

A. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the

Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, and the National Stack/Chimney Agreement, the National Cooling Tower Agreement. All instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Section 4, 5 and 6 of this Agreement, which shall apply to such work.

- B. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.
- C. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.
- D. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement;

provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated the successful bidder.

E. The provisions of this Agreement shall not apply to Owner, and nothing contained herein shall be construed to prohibit or restrict Owner or its employees from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

F. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

G. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

#### SECTION 3. <u>Labor-Management Cooperation Committee</u>

The parties to this Agreement hereby reaffirm the necessity for joint cooperation and participation by Labor and Management in interpreting and analyzing the effectiveness of management's application of this Agreement as well as Labor's response and any other matter affecting quality, safety, working conditions and productivity. Therefore, to secure this end, it is hereby agreed that a "Labor-Management Cooperation Committee" will be established composed of three representatives from Labor and three representatives from Management; one

representative from labor and one from Management shall be Co-Chairpersons of this Committee.

The Labor-Management Cooperation Committee shall meet a minimum of once each month, at the job site, and shall discuss the following; reports concerning any violation, dispute, questions or interpretation of the application of practices arising out of this Agreement; safety; working conditions; absenteeism; labor turnover; availability of qualified journeymen; need for training; and any other matter affecting productivity and efficiency on this project.

In the event a dispute is not resolved by the Labor-Management Cooperation Committee, such matter shall then be settled as outlined by the grievance procedure and/or arbitration provisions contained in Section 6 or 7 of this Agreement. The Labor-Management Cooperation Committee shall have no authority to render a decision involving a jurisdictional dispute.

#### SECTION 4. Contractor's Commitment

- A Work assignments will be made in accordance with area practice, consistent with the efficient and economical performance of the work.
- B. Before performing the work at the job site, the Contractor or Subcontractors of whatever tier actually performing the work will become signatory to the appropriate collective bargaining agreement.
- C. The Contractors and Subcontractors shall exercise their management rights. These rights shall include planning, directing, hiring, dismissal, lay-off, transferring, appointing foremen and general foremen and otherwise directing the work force.
- D. The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor

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working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

#### SECTION 5. <u>Union (Craftsman)</u> Commitment

- A. Qualified and skilled craftsmen will be furnished as required by the Contractor in the fulfillment of its obligations of the Owner.
- B. Craftsmen shall be at their place of work at the regular starting time and shall remain at their place of work until quitting time. There shall be no limit on production by Craftsmen nor restrictions on the use of tools or equipment other than that which may be required by safety practice.
- C. Where stewards are appointed by respective unions, the steward shall be qualified craftsmen performing the work of his craft who shall exercise no supervisory functions. There shall be no non-working stewards.

#### SECTION 6. <u>Disputes and Grievances</u>

A. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

B. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

C. Any question or dispute arising out of and during the term of this Project Agreement (other than grievances not covered by a local Collective Bargaining Agreement or trade

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jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a

satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally be the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

D. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

#### SECTION 7. Jurisdictional Disputes

A. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the

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Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

- B. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.
- C. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- D. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

#### SECTION 8. Joint Commitment (Contractor/Union)

- A. Utilization of Union apprentices will be maximized consistent with the best interest of the job in compliance with Local Union Agreements. The high level of union apprenticeship training will be maintained to provide the Industry with productive and knowledgeable craftsmen for the long term.
- B. Every reasonable and practicable measure, consistent with the protection of human-dignity, will be taken to assure a work place free of alcohol and drugs. The use of liquor, drugs or any other illegal activities at the Project site, including parking lots, is strictly prohibited.

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- C. Employees will take their breaks only in their immediate work areas.
- D. Acknowledging the safety concerns of Owner and its risk management professionals, we assure the Owner that the parties are committed to safe working practices on the project. The parties, drawing upon the comprehensive safety programs and resources developed by the union construction community, will comply with federal, state and local safety regulations. Both contractors and union craftsmen are well trained in safety practices and commit themselves to applying such practices on this job.
- E. The Contractors and Unions agree that there will be no lockouts or work stoppages.
- (1) The Contractors and Subcontractors shall not cause, incite, encourage or participate in any lockout of employees on the project during the term of this Agreement.
- (2) The Union and its members, agents, representatives, and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives or employees shall be considered a violation of this Agreement.
- (3) All employees shall continue to work and to perform all their obligations on the project despite the expiration of any local or other collective bargaining agreement. Any future wage or fringe benefit increase, decrease or modification legally negotiated and established by appropriate local collective bargaining agreement of the Local Unions which are signatories to this Agreement shall be paid retroactively to the expiration date of the preceding local Agreement.

(4) Should any unauthorized strike, slowdown, stoppage of work or interference with construction occur, the Union shall take all necessary steps to bring such activity to a prompt resolution.

#### SECTION 9. Helmets To Hardhats

A. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

B. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

#### SECTION 10. Term of Agreement.

- B. Any of the undersigned parties shall have the right to terminate this Agreement by notifying all other parties in writing, within at least thirty (30) calendar days from the proposed termination date.

#### SECTION 11. Notices

The address and telephone number of all of the undersigned shall be on file with Owner's Director of Facility Services at the Highland Building, 1215 Houbolt Road, Joliet, Illinois, 60431, Attention: Patrick VanDuyne. All notices, request and other communications under this Agreement shall be in writing and shall be personally served or sent by certified mail, postage prepaid, return receipt requested, facsimile, or by licensed overnight courier to the appropriate party at the address set forth below or as may otherwise be on file with the Director of Physical Plant as provided herein. Notice shall be deemed given at the time delivered, if personally delivered, at the time indicated on the duly completed postal service return receipt, if delivered, at the time indicated on the duly completed postal service return receipt, if delivered by certified mail, at the time the facsimile is transmitted, if delivered by facsimile, or on the next business day after such notice is sent, if delivered by overnight courier. If a person elects to change their address, they shall do so by notifying the Owner's Director of Facility Services in the manner as provided for herein for the delivery of a notice.

#### SECTION 12. Miscellaneous Provisions.

- A. Assignment. No party may assign its rights hereunder without the prior written consent of the other parties.
- B. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may not be modified, except in writing signed by the parties hereto. Furthermore, the parties hereto specifically agree that all prior agreements, whether written or oral, relating to the subject matter hereof shall be of no further force or effect from and after the date hereof.

- C. Non-Partnership. This Agreement shall not create a partnership, joint venture or other joint enterprises between the parties hereto.
- D. Severability. If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provisions shall be deemed severed from this Agreement, but will not affect any other provision of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall not be deemed rewritten and shall remain effective to the maximum extent permissible within reasonable bounds.
- E. Prevailing Party. The prevailing party or parties in any litigation arising out of or from this Agreement shall be entitled to recover from the non-prevailing party or parties all costs and expenses reasonably incurred litigating such action, including without limitation, reasonable attorneys' and paralegals' fees and court cost.
- F. Neutral Reading. It is the intent of the parties that this Agreement be deemed to have been prepared by all of the parties hereto.
- G. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party given such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- H. Headings. The section and subsection headings contained herein are for convenience of the parties only and are not intended to define or limit the context of said Sections and subsections.

- I. Governing Law; Venue. The validity, construction and interpretation of this Agreement shall be governed by the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court Twelfth Judicial Circuit, Will County, Illinois.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SIGNED FOR THE OWNER:	SIGNED FOR THE UNION:
PV Jay	Bonall C. Tx
Firm: Joliet Junior College	Will/breuse/Building Trades Council
Title: Director of Facility Services	Title: President
Date: 4-15-09	Date: 4-15-09
Address: 1215 Houbolt Road Joliet, Illinois 60431	Address: 2082 Oakheaf St John 12 60436
SIGNED FOR THE ALLIANCE:	SIGNED FOR BY THE CONTRACTOR:
<u> </u>	
Firm: Three River's Construction Alliance	Firm:
Title: Co-Chrain TRUP	Title:
Date: 41509	Date:
Address: 2134 MAXIM DR.	Address:

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#### **BLUEPRINT FOR SUCCESS**

# A Labor-Management Project Agreement

## Skilled Union Craftsmen Professional Union Contractors

#### I. Preamble

To accomplish the goals of quality, cost effectiveness and timeliness requires that all participants exhibit a positive attitude intent on success. There must exist amongst all parties a willingness to cooperate fully in devoting themselves to the goals of the project.

This program has no room for adverse relationships, but only a true spirit of cooperation and commitment. It is essential that the work required to construct this project be accomplished in an efficient and economical manner so as to provide productivity, the highest levels of quality, and the total elimination of delays. This commitment will establish new plateaus in labor/management cooperation.

Therefore, Joliet Junior College, Illinois Community College District 525, of Will, Grundy, Kendall, LaSalle, Kankakee, Livingston and Cook, Illinois, (hereinafter referred to as the "Owner"), its subcontractor(s) of whatever tier, the Will & Grundy Counties Building Trades Council, and the THREE RIVERS' CONSTRUCTION ALLIANCE dedicate themselves to the goal that together, in full cooperation, local labor and management will produce a project of excellent quality, as economically as possible, in a safe environment, under favorable working conditions.

#### II. Introduction

This Agreement is entered into this day of by and between Joliet Junior College (hereinafter called the "Owner"); and (hereinafter called and the "Project Contractor"; and the Will & Grundy Counties Building Trades Council (hereinafter called the "Union"), acting in their own behalf and on behalf of their respective affiliates and members: and the THREE RIVERS CONSTRUCTION ALLIANCE, acting on their own behalf and on behalf of their respective affiliates and members, with respect to all construction projects at Joliet Junior College, which includes the Master Plan and Capital Improvement Plan projects thru located in Will County, Illinois.

It is understood by the parties to this Agreement that other contractors awarded construction work directly or indirectly by the "Owner" will execute this Agreement and become signatory contractors for the purpose of this work.

The intent of the parties to this Agreement is to establish labor and management cooperation between the Project Contractor, all Contractors and Subcontractors performing construction work on this project site, and the appropriate Unions signatory to this Agreement for the express purpose of producing a quality project on schedule and as economically as possible, in a safe environment under favorable working conditions.

#### III. Scope Of The Agreement

**A.** This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V,VI, and VII of this Project Agreement, which shall apply to such work.

- **B.** Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.
- **C.** This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.
- **D.** The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.
- **E.** It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.
- **F.** It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

#### IV. Labor-Management Cooperation Committee

The parties to this Agreement hereby reaffirm the necessity for joint cooperation and participation by Labor and Management in interpreting and analyzing the effectiveness of management's application of this Agreement as well as Labor's response and any other matter affecting quality, safety, working conditions and productivity. 'Therefore, to secure this end, it is hereby agreed that a "Labor-Management Cooperation Committee" will be established composed of three representatives from Labor and three representatives from Management; one representative from Labor and one from Management shall be Co-Chairmen of this Committee.

The Labor-Management Cooperation Committee shall meet a minimum of once each month, at the jobsite, and shall discuss the following: reports concerning any violation, dispute, questions or interpretation of the application of practices arising out of this Agreement; safety; working conditions; absenteeism; labor turnover; availability of qualified journeymen; need for training; and any other matter affecting productivity and efficiency on this project.

In the event a dispute is not resolved by the Labor-Management Cooperation Committee, such matter shall then be settled as outlined by the grievance procedure and/or arbitration provisions contained in Articles VII or VIII of this Agreement. The Labor-Management Cooperation Committee shall not have authority to render a decision involving a jurisdictional dispute.

#### V. Contractors' Commitment

A. Work assignments will be made in accordance with area practice, consistent with the efficient and economical performance of the work.

- B. Before performing work at the job site, the Contractor or Subcontractors of whatever tier actually performing the work will become signatory to the appropriate collective bargaining agreement. C. The Contractors and Subcontractors shall exercise their management rights. These rights shall include planning, directing, hiring, dismissal, lay-off, transferring, appointing foremen and general foremen and otherwise directing the work force.
- D. The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

#### VI. Union (Craftsmen) Commitment

- A. Qualified and skilled craftsmen will be furnished as required by the Contractor in the fulfillment of its obligations to the Owner.
- B. Craftsmen shall be at their place of work at the regular starting time and shall remain at their place of work until quitting time. There shall be no limit on production by Craftsmen nor restrictions on the use of tools or equipment other than that which may be required by safety practice.
- C. Where stewards are appointed by respective unions, the steward shall be a qualified craftsman performing the work of his craft who shall exercise no supervisory functions. There shall be no non-working stewards.

#### VII. Owner Commitment

**A.** The Owner agrees that during the life of this agreement he shall assign construction work on this project only to contractors who are signatory to this agreement and applicable local collective bargaining agreements.

#### VIII. Disputes & Grievances

- **A.** This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.
- **B.** The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

- **C.** Any question or dispute arising out of and during the term of this Project Agreement (other than grievances not covered by a local Collective Bargaining Agreement or trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:
- Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.
- (b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and , if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.
- <u>Step 2</u>. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.
- Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally be the Contractor and the involved Local Union(s).
- (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.
- **D.** The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

#### IX. <u>Jurisdictional Disputes</u>

- **A.** The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- **B.** All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be

adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

- **C.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- **D.** Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

#### X. Joint Commitment (Contractor/Union)

- **A.** Utilization of Union apprentices will be maximized consistent with the best interest of the job in compliance with Local Union Agreements. The high level of union apprenticeship training will be maintained to provide the Industry with productive and knowledgeable craftsmen for the long term.
- **B.** Every reasonable and practicable measure, consistent with the protection of human dignity, will be taken to assure a work place free of alcohol and drugs. The use of liquor, drugs or any other illegal activities at the Project site, including parking lots, is strictly prohibited.
- C. Employees will take their breaks only in their immediate work areas.
- **D.** Acknowledging the safety concerns of today's construction Owner and its risk management professionals, we assure the Owner that the parties are committed to safe working practices on the project. The parties, drawing upon the comprehensive safety programs and resources developed by the Union construction community, will comply with federal, state, and local safety regulations. Both contractors and union craftsmen are well trained in safety practices and commit themselves to applying such practices on this job.
- E. The Contractors and Unions agree that there will be no lockouts or work stoppages.
- (1) The Contractors and Subcontractors shall not cause, incite, encourage or participate in any lockout of employees on the project during the term of this Agreement.
- (2) The Union and its members, agents, representatives, and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives or employees shall constitute a violation of this Agreement.
- (3) All employees shall continue to work and to perform all their obligations on the project despite the expiration of any local or other collective bargaining agreement. Any future wage or fringe benefit increase, decrease or modification legally negotiated and established by appropriate local collective bargaining agreements of the Local Unions which are signatories to this Agreement shall be paid retroactively to the expiration of the preceding local Agreement.
- (4) Should any unauthorized strike, slowdown, stoppage of work or interference with construction occur, the Union shall take all necessary steps to bring such activity to a prompt resolution.

#### XI. Helmets To Hardhats

- **A.** The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- **B.** The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

#### XII. Term of Agreement

FOR THE OWNER:

- A. This Agreement shall become effective on April 15, 2009, and shall remain in full force and effect as long as signatory contractors are working on this project.
- B. Either party shall have the right to terminate this Agreement by notifying all other parties, in writing, within at least thirty (30) calendar days from the proposed termination date.

FOR THE PROJECT CONTRACTOR:

JOLIET JUNIOR COLLEGE	
TITLE: Treadent	TITLE:
DATE: 4-15-09	DATE:
FOR THE ALLIANCE:	FOR THE BUILDING TRADES:
506 Baish	Ronald C. Frie
THREE RIVERS CONSTRUCTION	WILL & GRUNDY BUILDING TRADES
TITLE: CO-CHANG TRUP	TITLE: Tusid-
DATE: 4 15 09	DATE: 4-13-09



#### **BLUEPRINT FOR SUCCESS**

## A Labor-Management Project Agreement

#### Skilled Union Craftsmen Professional Union Contractors

#### Addendum To TRCA/JJC Project Labor Agreement Dated 4-15-09

- 1. It is agreed to by all parties that while the College has completed their Master Plan projects, the parties to the Agreement wish to continue on with the 'Blueprint for Success, A Labor-Management Project Agreement' signed on April 15, 2009. The conditions of the existing Agreement shall remain in effect thru April 2018 until such time as both parties have the opportunity to evaluate current and future construction projects at the College as explained in Article XII of the Agreement.
- 2. The pre-job conferences called for in Article IX Section D will apply to all bids with a gross value in excess of \$25,000.00. Bids less that the stated \$25,000.00 will be exempt from the pre-job conference but the OWNER agrees to notify TRCA of any such bid lettings in a timely manner.
- 3. This Agreement covers all new construction and improvement projects but is not intended to nor will it interfere with the OWNER's right to perform general routine maintenance on their facilities.

FOR THE OWNER:	FOR THE BUILDING TRADES
John Mitall	Low Freso
Josiet Junior College	Will & Grundy Counties Building Trades Council
Juzil Milleless KID	LON GREGOT
Printed Name	Printed Name
TITLE: VI ADMINISTRATIVE SYS	TITLE: MESICONT
DATE: 3-9-15	DATE: 3-9-15
	·
FOR THE ALLIANCE:	
T.R.C.A.	
Themas A. Whife Printed Name	
TITLE: Fxecutive Director	
DATE: 3-9-15	

# Will County Prevailing Wage Rates posted on 5/24/2021

						Overtime								
Trade Title	Rg	Туре	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	ALL		44.40	45.40	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.44	41.51	1.5	1.5	2.0	2.0	14.07	12.51	0.00	0.77	
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40	
BRICK MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
CARPENTER	All	ALL		49.76	54.74	2.0	2.0	2.0	2.0	11.79	25.74	0.00	0.73	
CEMENT MASON	All	ALL		44.19	46.19	2.0	1.5	2.0	2.0	10.90	27.92	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		41.80	41.80	1.5	1.5	2.0	2.0	11.25	13.41	0.00	0.88	
COMMUNICATION TECHNICIAN	All	BLD		38.50	42.35	1.5	1.5	2.0	2.0	15.94	14.27	0.00	0.75	1.85
ELECTRIC PWR EQMT OP	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRIC PWR GRNDMAN	All	ALL		42.82	59.90	1.5	1.5	2.0	2.0	9.93	14.37	0.00	2.66	
ELECTRIC PWR LINEMAN	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRICIAN	All	BLD		47.00	51.23	1.5	1.5	2.0	2.0	16.39	19.26	0.00	1.23	4.21
ELEVATOR CONSTRUCTOR	All	BLD		58.47	65.78	2.0	2.0	2.0	2.0	15.73	18.41	4.68	0.63	
GLAZIER	All	BLD		46.35	47.85	1.5	2.0	2.0	2.0	14.79	22.67	0.00	1.26	
HEAT/FROST INSULATOR	All	BLD		51.25	54.33	1.5	1.5	2.0	2.0	14.07	14.26	0.00	0.77	
IRON WORKER	All	ALL		45.00	49.50	2.0	2.0	2.0	2.0	12.46	27.07	0.00	0.95	
LABORER	All	ALL		44.40	45.15	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
LATHER	All	ALL		49.76	54.74	2.0	2.0	2.0	2.0	11.79	25.74	0.00	0.73	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		35.73	49.05	1.5	1.5	2.0	2.0	11.20	18.71	0.00	0.87	
MARBLE MASON	All	BLD		46.71	51.38	1.5	1.5	2.0	2.0	11.20	19.98	0.00	0.95	
MATERIAL TESTER I	All	ALL		34.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		39.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MILLWRIGHT	All	ALL		49.76	54.74	2.0	2.0	2.0	2.0	11.79	25.74	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	52.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	2	50.80	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	3	48.25	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	4	46.50	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	5	55.85	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	6	53.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	7	55.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	

OPERATING ENGINEER	All	FLT	1	59.35	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	2	57.85	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	3	51.50	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	4	42.80	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	5	60.85	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	6	41.00	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	50.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	2	49.75	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	3	47.70	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	4	46.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	5	45.10	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	6	53.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	7	51.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
PAINTER	All	ALL	П	48.30	54.34	1.5	1.5	1.5	2.0	12.51	14.24	0.00	1.87	
PAINTER - SIGNS	All	BLD	П	40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL	П	49.76	54.74	2.0	2.0	2.0	2.0	11.79	25.74	0.00	0.73	
PIPEFITTER	All	BLD		50.75	53.75	1.5	1.5	2.0	2.0	10.85	20.85	0.00	2.92	
PLASTERER	All	BLD		45.00	47.70	1.5	1.5	2.0	2.0	15.75	18.14	0.00	1.25	
PLUMBER	All	BLD		52.00	55.10	1.5	1.5	2.0	2.0	16.22	15.60	0.00	1.40	
ROOFER	All	BLD		45.75	49.75	1.5	1.5	2.0	2.0	11.23	13.61	0.00	0.91	
SHEETMETAL WORKER	All	BLD		50.33	52.85	1.5	1.5	2.0	2.0	11.00	18.46	0.00	1.29	2.39
SPRINKLER FITTER	All	BLD		51.75	54.50	1.5	1.5	2.0	2.0	13.90	17.00	0.00	0.75	
STONE MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
TERRAZZO FINISHER	All	BLD		43.54	43.54	1.5	1.5	2.0	2.0	11.25	15.61	0.00	0.90	
TERRAZZO MASON	All	BLD		47.38	50.88	1.5	1.5	2.0	2.0	11.25	17.07	0.00	0.94	
TILE MASON	All	BLD		48.75	52.75	1.5	1.5	2.0	2.0	11.25	16.90	0.00	0.95	
TRAFFIC SAFETY WORKER	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRUCK DRIVER	All	ALL	1	40.70	41.25	1.5	1.5	2.0	2.0	9.90	10.64	0.00	0.15	
TRUCK DRIVER	All	ALL	2	40.85	41.25	1.5	1.5	2.0	2.0	9.90	10.64	0.00	0.15	
TRUCK DRIVER	All	ALL	3	41.05	41.25	1.5	1.5	2.0	2.0	9.90	10.64	0.00	0.15	
TRUCK DRIVER	All	ALL	4	41.25	41.25	1.5	1.5	2.0	2.0	9.90	10.64	0.00	0.15	
TUCKPOINTER	All	BLD	П	47.25	48.25	1.5	1.5	2.0	2.0	8.59	19.48	0.00	0.94	

### <u>Legend</u>

**Rg** Region

**Type** Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

#### C Class

Base Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

Vac Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

#### **Explanations WILL COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

#### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### **CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### **OPERATING ENGINEER - FLOATING**

- Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).
- Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.
- Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.
- Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.
- Class 5. Friction or Lattice Boom Cranes.
- Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY - Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### **LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

# STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

#### For State Agency/State University Use Only

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP certified vendor). 30 ILCS 575.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific BEP participation a	goal of % based on
the availability of BEP certified vendors to perform or provide the anticipated services and/or su	pplies required by this
solicitation. The availability of BEP certified vendors was determined using the following comi	modity/service codes;
however Vendor is not required to rely solely upon these commodity/service codes in preparing t	he bid or offer:

The BEP participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a BEP certified vendor.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by

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the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency/University.

- 2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency/University may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency/University in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.
- 3. BEP Certified Vendor Locator References: Vendors may consult CMS' BEP Vendor Directory at <a href="www.sell2.illinois.gov/cms/business">www.sell2.illinois.gov/cms/business</a>, as well as the directories of other certifying agencies, but firms must be certified with CMS as BEP certified vendors at the time of bid or offer.
- **4. Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
- 5. Calculating BEP Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - **5.1.** The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.
  - **5.3.** A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
    - 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
    - 5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is

not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

- 5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- **5.4.** BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- **5.5.** A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
  - 5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency/University shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - 5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the Agency/University shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- **5.6.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

**Good Faith Effort Procedures**: Vendor must submit a Utilization Plans and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of bid or offer submission. The Business Enterprise Council ("Council") or its delegate will consider the quality, quality and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that the Council or its delegate will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Council or its delegate may be relevant in appropriate cases.

**6.1.** In evaluating Vendor's good faith efforts, the Council or its delegate may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

- **6.2.** If the Council or its delegate determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
- **6.3.** If the Council or its delegate determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.
- 7. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
  - **7.1.** The Utilization Plan may not be amended after contract execution without the Agency/University's prior written approval.
  - 7.2. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency/University. Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the BEP certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the BEP certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
  - **7.3.** Substitutions of a BEP certified vendor may be permitted under the following circumstances:
    - 7.3.1. Unavailability after receipt of reasonable notice to proceed;
    - 7.3.2. Failure of performance;
    - 7.3.3. Financial incapacity;
    - 7.3.4. Refusal by the BEP certified vendor to honor the bid or proposal price or scope;
    - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
    - 7.3.6. Failure of the BEP certified vendor to meet insurance, licensing or bonding requirements;
    - 7.3.7. The BEP certified vendor's withdrawal of its bid or offer; or
    - 7.3.8. Loss of certification of the BEP certified vendor.
  - 7.4. If it becomes necessary to substitute a BEP certified vendor Vendor must notify the Agency/University in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency/University shall notify the Council or its delegate of the request to substitute a BEP

certified vendor or change the Utilization Plan. The Agency/University will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

- **7.5.** Where Vendor has established the basis for the substitution to the Agency/University's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor.
- **7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency/University to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- **7.7.** A new BEP certified vendor agreement must be executed and submitted to the Agency/University within five business days of Vendor's receipt of the Agency/University's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency/University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency/University shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
  - 7.8.1. Vendor shall submit quarterly reports documenting its utilization of BEP certified vendors, including the amount of payments made to BEP certified vendors in each quarter. Quarterly reports shall be submitted to the designated BEP contact person on forms provided by the BEP Compliance Department.
  - 7.8.2. Quarterly reporting periods shall be July 1 September 30 (1<sup>st</sup> Quarter), October 1 December 31 (2<sup>nd</sup> Quarter), January 1 March 31 (3<sup>rd</sup> Quarter), and April 1 June 30 (4<sup>th</sup> Quarter) of each fiscal year. Quarterly reports for the preceding quarter shall be due on or before the first day of each quarter.
  - 7.8.3. Vendor's failure to submit quarterly reports shall constitute a material breach of this contract and may subject Vendor to the remedies and penalties described in Section 7.10.
- 7.9. The Agency/University will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency/University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- **7.10.** The Agency/University reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

#### **UTILIZATION PLAN**

#### The Utilization Plan and Letter of Intent must be sealed and submitted separately.

	(Vend	dor) submits the following Utilization Plan as part
of our bid or o	offer in accordance with the requirements of the BE	P Program Status and Participation section of the
solicitation for		, Illinois Procurement Bulletin
Reference Num	mber . We understand that all subcontracte	ors must be certified with the CMS BEP Program at
the time of sub	bmission of all bids and offers. We understand that co	ompliance with this section is an essential part of
this contract ar	nd that the Utilization Plan will become a part of the co	ontract, if awarded.
Vendor makes	s the following assurance and agrees to include the	assurance in each agreement, subcontract and
purchase order	r with a subcontractor or supplier utilized on this contr	act: We shall not discriminate on the basis of race,
color, national	l origin, sexual orientation or sex in the performan	nce of this contract. Failure to carry out these
requirements is	is a material breach of this contract, which may result	in the termination of this contract or such other
remedy, as the	e Agency/University deems appropriate.	
Vendor submits	ts the following statement:	
	Vendor is a BEP certified firm and plans to fully meet t	he goal through self-performance.
	Vendor has identified BEP certified subcontractor(s) tattached executed Letter(s) of Intent; or	o fully meet the established goal and submits the
	Vendor has made good faith efforts towards meeting hereby requests a waiver (complete checklist below).	ng the entire goal, or a portion of the goal, and
Vendor's perso	on responsible for compliance with this BEP goal:	
Name:	: Title:	
Telepho	none: Email	:

#### DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

Utilize the Sell2Illinois website: <a href="www2.illinois.gov/cms/business">www2.illinois.gov/cms/business</a> to identify BEP certified vendors
within the respective commodity/service codes denoted above and at a minimum email all
listed vendors and solicit quotes from all vendors who express an interest via follow-up emails
or telephone calls.

solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

#### **GOOD FAITH EFFORTS CONTACT LOG**

Use this Log to document <u>all</u> contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform. Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified BEP Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name:			Project/Solicitation Number:					
Name of Prime Vendo	r:		BEP/VSB Compliance Contact:					
Address:								
City:		State:		Zip Code:				
Telephone:		Fax:	Email:					
Name of Certified □ B	SEP or □ VSB Ve	ndor:						
Address:			BEP/VSB Complia	nce Contact:				
City:		State:		Zip Code:				
Telephone:		Fax:	Email:					
Type of agreement:	☐ Services	☐ Supplies	☐ Both Services/Supplie	28				
Anticipated start date	of the Certified E	EP/VSB Vendor:						
Proposed % of C	Contract to be per	formed by the B	EP/VSB Vendor.					
Proposed Subcontract	-							
NOTE: The Prime Vendo BEP/VSB Vendor.	or must indicate the	e percentage of th	e estimated contract awar	rd that will be subcontracted to the certified				
Detailed description o	f work to be perf	ormed or goods/	equipment to be provide	ed by the BEP/VSB Vendor:				
			•	ition of a contract for the above-named B Vendor will perform the scope of work				
for the amount/perce	ntage as indicate	d above.						
Vendor (Company Nai	me and D/B/A):		Certified BEP/V	SB Vendor (Company Name and D/B/A):				
Signature			Signature					
Print Name:			Print Name:					
Title:			Title:					
Date:			Date:					

#### **CERTIFICATION OF CONTRACT/BIDDER**

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, <u>Public Contracts</u>, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNATUF	RE OF CO	ONTRAC	CTOR/BIDI	DEF
TITLE				
DATE				

#### THIS FORM **MUST** BE RETURNED WITH YOUR BID TO:

Joliet Junior College District #525 Office of Facility Services Main Campus L Building, L1005 1215 Houbolt Road Joliet, IL 60431-8938

# CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

, does hereby certify pursuant to the <i>Illinois Drug-Free</i>
Workplace Act (30 ILCS 580/) that [he, she, it] shall provide a drug-free workplace
for all employees engaged in the performance of work under the contract by
complying with the requirements of the <i>Illinois Drug-Free Workplace Act</i> and
further certifies, that [he, she, it] is not ineligible for award of this contract by reason
of debarment for a violation of the <i>Illinois Drug-Free Workplace Act</i> .
By Authorized Agent
·
Date
CLIDCODIDED AND CWODN TO before me
SUBSCRIBED AND SWORN TO before me
This, 20
NOTARY PUBLIC