



# JOLIET JUNIOR COLLEGE

— 1901 —

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

## **INSTRUCTIONS TO BIDDERS**

Sealed proposals are invited for **EEAS LAB EXPANSION** 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:** **FEBRUARY 22, 2022**

**FAXES ARE NOT ACCEPTABLE**

**TIME:** **9:30 AM**

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):**

<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 **FEBRUARY 10, 2022 at 10:00 AM**. [CLICK HERE TO JOIN THE PRE-BID MEETING AT THE SPECIFIED DATE AND TIME](#)

### **DELIVERY:**

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless 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 No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.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), [Business Enterprise Program \(BEP\)](#) 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 ([https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor\\_Registration.aspx](https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx)) for complete requirements for BEP certification.

**For all construction related projects, the following companies must submit a [utilization plan](#) and/or [letter of intent](#) 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.

**PROPRIETARY INFORMATION:**

Vendor should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While JJC will endeavor to maintain all submitted information deemed proprietary within JJC, JJC will not be liable for the release of such information.

**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, **MUST** be submitted with the bid in the amount of **ten (10) percent of your total bid**. 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 <http://www.state.il.us/agency/idol/rates/rates.htm>. 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 are 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 is 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](http://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.

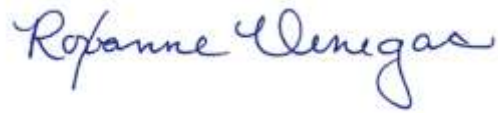
The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College District #525, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing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



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Roxanne Venegas  
Purchasing Manager

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 SUBMITTED THROUGH THE ESM  
ELECTRONIC SOURCING SOLUTION.**

EEAS Lab Expansion  
Joliet Junior College  
First Floor - Building T  
1215 Houbolt Road  
Joliet, Illinois

Stromsland, DeYoung, Prybys Architecture Group  
20620 Burl Court, Suite 102, Joliet, Illinois 60433

Specification Table of Contents: 01/28/2022

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DIVISION 09 - FINISHES		
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## SECTION 096513 - RESILIENT BASE AND ACCESSORIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Thermoplastic - rubber base.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 THERMOPLASTIC-RUBBER BASE

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Johnsonite, A Tarkett Company
- B. Product Standard: ASTM F 1861, Type TP (rubber, thermoplastic).
  - 1. Group: I (solid, homogeneous).
  - 2. Style and Location: Style B, Cove, for all locations.
- C. Thickness: 0.125 inch.
- D. Height: 4 inches.
- E. Lengths: Cut lengths 48 inches long.
- F. Outside Corners: Preformed.
- G. Inside Corners: Job formed.
- H. Color: Black - 40.

## 2.2 INSTALLATION MATERIALS

- A. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

### 3.2 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
  - 1. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
    - a. Miter or cope corners to minimize open joints.

### 3.3 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

END OF SECTION 096513

## SECTION 096519 - RESILIENT TILE FLOORING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Vinyl composition floor tile.

- B. Related Requirements:

- 1. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with resilient tile.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of floor tile indicated.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Floor Tile: Furnish one box for every 20 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

## 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

## 1.9 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 80 deg F, in spaces to receive floor tile.
- B. Close spaces to traffic during floor tile installation.
- C. Close spaces to traffic for 48 hours after floor tile installation.
- D. Install floor tile after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

### 2.2 VINYL COMPOSITION FLOOR TILE – VCT-1

- A. Products: subject to compliance with requirements, provide Standard Excelon Imperial Texture, as manufactured by Armstrong World Industries, Inc.
- B. Tile Standard: ASTM F1066, Class 2, through pattern.
- C. Wearing Surface: Smooth.
- D. Thickness: 0.125 inch.
- E. Size: 12 by 12 inches.
- F. Colors and Patterns: As indicated in drawings.

## 2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
- C. Floor Polish: Provide protective, liquid floor-polish products recommended by VCT floor tile manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing.
  - 4. Moisture Testing: Perform tests recommended by floor tile manufacturer. Perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until materials are the same temperature as space where they are to be installed.

1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

### 3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  1. Lay tiles square with room axis.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
  1. Lay tiles with grain direction alternating in adjacent tiles (basket-weave pattern).
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

### 3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
  1. Remove adhesive and other blemishes from surfaces.
  2. Sweep and vacuum surfaces thoroughly.
  3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

- D. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.
  - 1. Apply three coats.
- E. Cover floor tile until Substantial Completion.

END OF SECTION 096519

## SECTION 099123 - INTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates.

#### 1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

## 1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Paint Manufacturer: PPG - Glidden Professional
- D. Colors: As indicated:
  - 1. All Walls, Soffit: Ultra Hide 250 Interior Eggshell 1402-010 to Match Sherwin-Williams, Snowbound SW 7004.
  - 2. Accent Walls: Ultra Hide 250 Interior Eggshell 1402-010 to Match Benjamin Moore, Kensington Blue 840. (Location indicated on drawings)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 INTERIOR PAINTING SCHEDULE

- A. Gypsum Board and Plaster Substrates: Including walls, ceilings, soffits, headers, etc.
  - 1. Latex over Latex Sealer System:
    - a. Prime Coat: Primer sealer, latex, interior, MPI #50 (not required at existing walls with prior paint finish).
    - b. Intermediate Coat: Latex, interior, matching topcoat.
    - c. Topcoat: Latex, interior (MPI Gloss Level 3), MPI #52.

END OF SECTION 099123



**JOLIET JUNIOR COLLEGE**  
— 1901 —

## CONTRACT AGREEMENT

Purchase Order#: XXXXXX Account #: XXX-XXX-XXX.XXX

Date: XXXXXX

Project: XXXXX

Between:

Joliet Junior College  
1215 Houbolt Road  
Joliet, Illinois 60431

AND

Contractor  
Address  
Address

In the amount of \$ xxxxxxxxxxxxxxxxxxxxxxxxxxxx and 00/100

### 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.

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## 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 Contractor 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.

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## ARTICLE 3

### 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:

- 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.

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**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.

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## 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.

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## 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.

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## 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.

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## 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.

8.2 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.

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## 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.

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## 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.

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## 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.

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## 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)

Name: \_\_\_\_\_ (Print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Joliet Junior College  
Owner

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Signature)

Joliet Junior College

Name: \_\_\_\_\_ (Print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

## Preconstruction Conference Checklist

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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 Department  
ATTN: \_\_\_\_\_  
1215 Houbolt Road  
Joliet, IL 60431

Include Project Title, Project Number, Purchase Order Number on ALL 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.

## Preconstruction Conference Checklist

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### Performance:

#### A. Commencement, 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

## Preconstruction Conference Checklist

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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.

**Preconstruction Conference Checklist**

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**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.

## **Preconstruction Conference Checklist**

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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 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 (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.

## Preconstruction Conference Checklist

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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: \_\_\_\_\_

August 2008

# **Safety Requirements for Contractors and Subcontractors**

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

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Environmental Health and Safety

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# **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](http://www.jjc.edu/ehs)

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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 Ambulance		911
JJC Campus Police	(815) 280-2911	Extension 2911
North Campus-Romeoville Fire/Ambulance	911	911
Morris Fire/Ambulance	911	911
Environmental, Health and Safety	(815) 280-2384	Extension 2384
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 asbestos-containing 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 lead-containing 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 personnel 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 in-use 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) identified 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**

## SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

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 in-use 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 lead-containing 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 harm 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 this \_\_\_\_ day 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 the \_\_\_\_\_ 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 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 from 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 safe 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. 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-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

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. Union (Craftsman) 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. Disputes and 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.

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 by 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

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.

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.

A. This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect as long as signatory contractors are working on this project.

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:



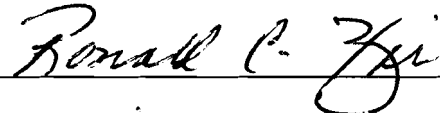
Firm: Joliet Junior College

Title: Director of Facility Services

Date: 4-15-09

Address: 1215 Houbolt Road  
Joliet, Illinois 60431

SIGNED FOR THE UNION:




 Building Trades Council

Title: President

Date: 4-15-09

Address: 2082 Oakleaf St.  
Joliet IL 60436

SIGNED FOR THE ALLIANCE:



Firm: Three River's Construction Alliance

Title: Co-Chair TRCA

Date: 4/15/09

Address: 2134 Maxim Dr.  
Rockdale IL 60436

SIGNED FOR BY THE CONTRACTOR:

\_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



*Skilled Union Craftsmen  
Professional Union Contractors*

## **BLUEPRINT FOR SUCCESS**

### **A Labor-Management Project Agreement**

#### **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.

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 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 by 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. 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 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**

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 OWNER:**

  
JOLIET JUNIOR COLLEGE

TITLE: President

DATE: 4-15-09

**FOR THE PROJECT CONTRACTOR:**

\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR THE ALLIANCE:**

  
THREE RIVERS CONSTRUCTION

TITLE: Co-Chair TRCA

DATE: 4/15/09

**FOR THE BUILDING TRADES:**

  
WILL & GRUNDY BUILDING TRADES

TITLE: Presid.

DATE: 4-15-09



*Skilled Union Craftsmen  
Professional Union Contractors*

## BLUEPRINT FOR SUCCESS

### A Labor-Management Project Agreement

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

1. It is agreed 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 than 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:

*Judy Mitchell*  
Joffet Junior College

*Judy Mitchell, EdD*  
Printed Name

TITLE: *VA Administrative Svcs*

DATE: *3-9-15*

#### FOR THE BUILDING TRADES

*Don Gregory*  
Will & Grundy Counties Building Trades Council

*Don Gregory*  
Printed Name

TITLE: *President*

DATE: *3-9-15*

#### FOR THE ALLIANCE:

*Thomas A. White*  
T.R.C.A.

*Thomas A. White*  
Printed Name

TITLE: *Executive Director*

DATE: *3-9-15*

**STATE OF ILLINOIS**  
**BUSINESS ENTERPRISE PROGRAM**  
**MINORITIES, FEMALES, PERSONS WITH**  
**DISABILITY PARTICIPATION AND UTILIZATION**  
**PLAN FOR ILLINOIS COMMUNITY COLLEGES**

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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 goal of 30% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

**The BEP participation goal is applicable to all bids or offers.** In addition to the other award criteria established for this solicitation, the Community College will award this contract to a Vendor that meets the goal or makes reasonable good faith efforts to meet the goal. If the Vendor is BEP certified, 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.**

For more information on the State of Illinois Central Management Services' Business Enterprise Program, please visit: <https://www2.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

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Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted 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.

**Good Faith Effort Procedures:** Vendor must submit a Utilization Plan 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.

**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. The Utilization Plan may not be amended after contract execution without the Community College's prior written approval.

If it becomes necessary to substitute a BEP certified vendor the Vendor must notify the Community College 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.

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 Community College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Community College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor.

The Community College reserves the right to 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 Community College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

**ILLINOIS COMMUNITY COLLEGE  
UTILIZATION PLAN**

\_\_\_\_\_ submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for \_\_\_\_\_, Community College Reference Number \_\_\_\_\_. We understand that all subcontractors listed must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure 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 Community College deems appropriate.

Vendor submits the following statement:

- ☐ Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- ☐ Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- ☐ Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).
- ☐ Vendor is not a certified firm and has no need for subcontracting to complete this project.

Vendor's person responsible for compliance with this BEP goal:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

If the BEP participation goal was not achieved, good faith efforts must be demonstrated. 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: <https://cms.diversitycompliance.com/> 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 Community College.
- ☐ 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 **all** contacts and responses (telephone, e-mail, 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

## LETTER OF INTENT

## BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

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 Vendor: \_\_\_\_\_ BEP/VSB Compliance Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Certified ☐ BEP or ☐ VSB Vendor: \_\_\_\_\_

Address: \_\_\_\_\_ BEP/VSB Compliance Contact: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Type of agreement: ☐ Services ☐ Supplies ☐ Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: \_\_\_\_\_

Proposed \_\_\_\_ % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known \$ \_\_\_\_\_

**NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.**

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified ☐ BEP ☐ VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor (Company Name and D/B/A): \_\_\_\_\_

Certified BEP/VSB 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, Public Contracts, 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.

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SIGNATURE OF CONTRACTOR/BIDDER

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TITLE

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DATE

THIS FORM **MUST** BE SCANNED AND SUBMITTED WITH YOUR BID

**CERTIFICATE OF COMPLIANCE WITH**  
**ILLINOIS DRUG-FREE WORKPLACE ACT**

\_\_\_\_\_, does hereby certify pursuant to the *Illinois Drug-Free 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 *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

\_\_\_\_\_  
 By Authorized Agent

\_\_\_\_\_  
 Date

SUBSCRIBED AND SWORN TO before me  
 This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

**EXECUTE AND ATTACH TO PROPOSAL FORM****JOLIET JUNIOR COLLEGE – REQUEST FOR BID****DRAWINGS ARE AVAILABLE ON THE FOLLOWING WEBSITE:****[WWW.JJC.EDU/COMMUNITY/VENDORS](http://WWW.JJC.EDU/COMMUNITY/VENDORS)****BID FORM**

To: Joliet Junior College  
 1215 Houbolt Road  
 Joliet, IL 60431-8938

Project: \_\_\_\_\_

Date: \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
 (Full Name)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (City, State, Zip)

\_\_\_\_\_  
 (Phone)

\_\_\_\_\_  
 (Fax)

\_\_\_\_\_  
 (Email)

**PART 1 OFFER**

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the \_\_\_\_\_, and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner the subdivision of work stated above in accordance with the bidding documents for the following sums:

<b>Base Bid:</b>	
<b>Allowance:</b>	\$20,000.00
<b>Total Base Bid with Allowance:</b>	

**Base Bid with Allowance:**

\_\_\_\_\_  
 Dollars(\$\_\_\_\_\_)

**Write amount in both alpha and numeric, in case of discrepancy the lesser amount shown will govern.**

We have included herewith, the Security Deposit as required by the Instructions to Bidders.

## **PART 2      ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date.

If the bid is accepted by the Owner within the time period stated above, we will:

- A.      Execute the Agreement within ten (10) days of receipt of Notice of Award.
- B.      Furnish the required bonds within ten (10) days of receipt of Notice of Award in the form described in the Instruction to Bidders.
- C.      Furnish the required Certificate of Insurance within ten (10) days of receipt of Notice of Award in the form and amounts described in the Instruction to Bidders.
- D.      Commence work as established by the written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds(s), the Security Deposit shall be forfeited as damages to the Owner by reason of our failures.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## **PART 3      CONTRACT TIME**

If the Bid is accepted, we will:

- A.      Complete the work in manner consistent to meet the requirements of the schedule (\_\_\_\_\_) consecutive calendar days from the date established as the Date of Commencement in the Notice to Proceed.
- B.      Contractor has examined the Schedule included in these documents and takes no exception, or records the following exceptions:

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## **PART 4      CONTRACTOR'S FEES FOR CHANGES IN THE WORK**

Lump Sum of Time and Materials Changes: We the undersigned bidder agree that the following percentages for overhead and profit shall be added to job costs for the

net amount of work added to or deleted from the contract by written lump sum or time and material change orders recommended by the Engineer and approved by the Owner:

Add to net extra for job costs for additional work performed by:

Our own forces 12%

Our subcontractor 5% (including assigned subcontractors)

Note: Insurance, bond, and taxes are considered as job cost items and are not included in the percentages listed above.

## **PART 5      ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

## **PART 6      SUBCONTRACTORS**

- A. The following work will be performed (or provided) by the Subcontractors we have indicated below:

	<u>Name of Subcontractor</u>	<u>Work Performed</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

- B. We understand, and hereby agree, that we are obligated to use the indicated subcontractors, unless prior written permission to change has been obtained from the Owner.

## **PART 7      RELATED WORK EXPERIENCE**

List a minimum of three jobs of similar type and scope performed in the last five years:

1. Client: \_\_\_\_\_  
Building: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_
  
2. Client: \_\_\_\_\_  
Building: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_
  
3. Client: \_\_\_\_\_  
Building: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_

## **PART 8 BID FORM ADDITION**

### **Apprenticeship and Training Certification**

In accordance with the Illinois Procurement Code, the Bidder certifies that the work to be performed by it and/or its subcontractors shall, at the time of such bid opening and at the time of the performance of work pursuant to the terms of this Contract, shall have participated in the approved apprenticeship and training programs as provided for above. The bidder shall list, in the space below, the official name of the program sponsor holding the certificate of registration or all types of work or crafts in which the bidder is a participant and that will be performed by the bidder and its sub-contractor's employees. Work that will be sub-contracted shall be indicated to be subcontracted work as provided for herein. **Failure to list required information may result in disqualification of bid.**

\_\_\_\_\_

\_\_\_\_\_

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## **PART 9      CONTRACTOR EVALUATION**

Upon completion of the project, a Construction Contractor Performance Evaluation form will be completed by the A/E and the JJC Project Coordinator. The contractor will be evaluated in the following categories:

- Professionally Administered and Supervised Work
- Business Practices
- Overall Performance
- Workmanship
- Timeliness
- Project Management

## **PART 10      BID FORM SIGNATURES(S)**

The Corporate Seal of:

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(Bidder – please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

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(Authorized signing officer)	(Title)
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(Seal)

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(Authorized signing officer)	(Title)
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If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION