



# JOLIET JUNIOR COLLEGE

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1901

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

## **INSTRUCTIONS TO BIDDERS**

Sealed proposals are invited for **PARKING LOT IMPROVEMENTS** 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:** **MARCH 8, 2022**

**FAXES ARE NOT ACCEPTABLE**

**TIME:** **9:00 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 24, 2022 at 9:00 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 No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.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.

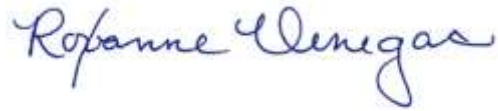
The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College District #525, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing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

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## **SECTION 01 57 13 – TEMPORARY EROSION AND SEDIMENT CONTROL**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings of the Contract, including General and supplementary Conditions and Division 01 Specification Sections, apply to this Section.
  - 1. All temporary erosion and sediment control on the project site.

#### **1.2 SUMMARY**

- A. This Section includes:
  - 1. Prevention of erosion due to construction activities.
  - 2. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
  - 3. Restoration of areas eroded due to insufficient preventive measures.
  - 4. Compensation of owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.
- B. Related Sections include the following:
  - 1. Section 31 10 00 – Site Clearing: Limits on clearing: disposition of vegetative clearing debris.
  - 2. Section 31 20 00 – Earth Moving: Preparation and excavation of site for site construction.

#### **1.3 REFERENCE STANDARDS**

- A. Illinois Urban Manual, latest edition.
- B. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
- C. ASTM D 4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc Type Apparatus.
- D. ASTM D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
- E. ASTM D 4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
- F. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
- G. ASTM D 4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile.

- H. ASTM D 4873 - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Review the drawings (erosion control notes).
- B. Conduct stormwater pre-construction meeting with construction manager, all ground-disturbing sub-contractors, site engineer of record or their representative who is familiar with the site and state and local agency personnel if available.
- C. Timing: Put preventive measures in place before disturbance of surface cover and before precipitation occurs.
- D. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
  2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- E. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
1. Control movement of sediment and soil from temporary stockpiles of soil.
  2. Prevent development of ruts due to equipment and vehicular traffic.
  3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to owner.
- F. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
1. Prevent windblown soil from leaving the project site.
  2. Prevent tracking of mud onto public roads outside site.
  3. Prevent mud and sediment from flowing onto sidewalks and pavements.
  4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to owner.
- G. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
  2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.

- H. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
  - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- I. Open Water: Prevent standing water that could become stagnant.
- J. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

## 1.5 SUBMITTALS

- A. Contractor shall submit shop drawings or material certifications for all manufactured erosion and sediment control measures.
- B. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- C. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.
- D. Maintenance Instructions: Provide instructions covering inspection and maintenance for temporary measures that must remain after Substantial Completion.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
  - 1. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D 4751.
  - 2. Permittivity:  $0.05 \text{ sec}^{-1}$ , minimum, when tested in accordance with ASTM D 4491.
  - 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D 4355 after 500 hours exposure.
  - 4. Tensile Strength: 100 lb-f, minimum, in cross-machine direction; 124 lb-f, minimum, in machine direction; when tested in accordance with ASTM D 4632.
  - 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D 4632.
  - 6. Tear Strength: 55 lb-f, minimum, when tested in accordance with ASTM D 4533.
  - 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.

B. Silt Fence Posts: One of the following, minimum 5 feet long:

1. Steel U- or T-section, with minimum mass of 1.33 lb per linear foot.
2. Softwood, 4 by 4 inches in cross section.
3. Hardwood, 2 by 2 inches in cross section.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

### 3.2 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

### 3.3 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- C. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- E. Soil Stockpiles: Protect using one of the following measures:
1. Cover with polyethylene film, secured by placing soil on outer edges.
  2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.

### 3.4 INSTALLATION

- A. Silt Fences:
1. Store and handle fabric in accordance with ASTM D 4873.
  2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
  3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
  4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.

5. Install with top of fabric at nominal height and embedment as specified.
6. Embed bottom of fabric in a trench on the upslope side of fence, with 2 inches of fabric laid flat on bottom of trench facing upslope; backfill trench and compact.
7. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
8. Fasten fabric to wood posts using one of the following:
  - a. Four 3/4 inch diameter, 1 inch long, 14 gage nails.
  - b. Five 17-gage staples with 3/4 inch wide crown and 1/2 inch legs.
9. Fasten fabric to steel posts using wire, nylon cord, or integral pockets.
10. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.

### 3.5 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Clean out temporary sediment control structures weekly and relocate soil on site.
- D. Place sediment in appropriate locations on site; do not remove from site.

### 3.6 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Construction Manager.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION 015713

## **SECTION 02 41 00 - DEMOLITION**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings of the Contract, including General and supplementary Conditions and Division 01 Specification Sections, apply to this Section.
  - 1. All general trades, demolition required for new construction of building and sitework as shown on the Drawings and Specifications.

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Selective demolition of built site elements.
  - 2. Abandonment and removal of existing utilities and utility structures.
- B. Related Requirements:
  - 1. Section 01 11 00 - Project Summary: Limitations on Contractor's use of site and premises.

#### **1.3 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

#### **1.4 SUBMITTALS**

- A. Site Plan: Showing:
  - 1. Vegetation to be protected.
  - 2. Areas for temporary construction and field offices.
  - 3. Areas for temporary and permanent placement of removed materials.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

## 1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
  - 1. Minimum of five years of documented experience.

## PART 2 PRODUCTS -- NOT USED

## PART 3 EXECUTION

### 3.1 SCOPE

- A. Remove paving and curbs as required to accomplish new work.
- B. Remove concrete slabs on grade within site boundaries.
- C. Remove manholes and manhole covers, curb inlets and catch basins.
- D. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.
- F. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.

### 3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Use of explosives is not permitted.
  - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 5. Provide, erect, and maintain temporary barriers and security devices.
  - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 8. Do not close or obstruct roadways or sidewalks without permit.
  - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.

- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Joliet Junior College; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- F. Perform demolition in a manner that maximizes salvage and recycling of materials.
  - 1. Comply with requirements of Section 01 74 19 - Waste Management.
  - 2. Dismantle existing construction and separate materials.
  - 3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
- G. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

### 3.3 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Joliet Junior College.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Joliet Junior College.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

### 3.4 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
- D. Services (Including but not limited to Plumbing, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.

### 3.5 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 74 19 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 024100

## **SECTION 31 11 00 – SITE CLEARING**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes:

1. Removal of existing trees.
2. Removal of above- and below-grade site improvements.
3. Removal of storm sewers and storm structures.
4. Temporary erosion and sedimentation control measures.
5. Removal of signage and deliver for reuse.
6. Removal of electrical & communication lines, light poles, light bases and related electrical and communication appurtenances.
7. LEED documentation for certification.

- B. RELATED REQUIREMENTS

1. Section 01 57 13 "Temporary Erosion and Sediment Control" for control of storm water runoff.
2. Section 02 41 00 "Demolition" for demolition of buildings, structures, and site improvements.
3. Section 01 74 13 "Construction Cleaning" for measures to keep the construction site clear of dirt and debris during construction.
4. Section 01 74 23 "Final Cleaning" for cleaning the job site after construction.
5. Section 31 14 12 "Topsoil Excavation and Placement" for handling of topsoil.
6. Section 31 20 00 "Earth Moving" for soil materials, excavating, backfilling, and site grading.
7. Section 31 23 13 "Subgrade Preparation" for preparation of soil for pavements.
8. Section 32 92 00 "Turf and Grasses" for finish grading including preparing and placing planting soil mixes and testing of topsoil material.

#### **1.3 REFERENCE STANDARDS**

- A. IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition, except where otherwise specified herein.
- B. Storm Water Pollution Prevention Plan (SWPPP)

#### 1.4 ABBREVIATIONS

- A. IEPA Illinois Environmental Protection Agency
- B. IDOT Illinois Department of Transportation
- C. NPDES National Pollution Discharge Elimination System
- D. SWPPP Storm Water Pollution Prevention Plan
- E. NOI Notice of Intent
- F. ION Incidence of Non-Compliance
- G. NOT Notice of Termination

#### 1.5 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain using Agency's property, cleared materials shall become Contractor's property and shall be removed from Project site.

#### 1.6 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings, according to Section 01 78 39 "Project Record Documents", identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.
- C. Contractor/Subcontractor Certification Statements certifying under penalty of law understanding the terms National Pollution Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with activity from the construction site.
- D. Erosion and Sediment Control Inspection Reports.
- E. Copies of NOT form sent to IEPA.

#### 1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from using agency and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on premises as directed by the Construction Manager.

- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

## PART 2 PRODUCTS

### 2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 31 20 00 "Earth Moving".
  - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to using agency.
- D. Preserve in operating condition active utilities traversing the project site including mains, tile lines, manholes, catch basins, poles, guys and other appurtenances.
- E. Prior to starting work, establish locations and extent of underground utilities occurring in work area.
- F. Contact Joint Utility Locating Information for Excavators (J.U.L.I.E.). Note: underground utilities within the Joliet Junior College campus are not part of J.U.L.I.E.. The Contractor shall coordinate and pay for all utility locates.
- G. Contractor is responsible for locating and verifying types of materials and sizes of underground utilities as necessary to complete construction activities.

### 3.2 INSTALLATION

- A. Provide adequate protection to persons and protect all property at all times
- B. Execute the work in such a manner as to avoid interference with the use of or passage to and from adjacent buildings or facilities.
- C. Do not use blasting on the Project site.
- D. Do not burn materials or debris on the premises.
- E. Remove existing paving and other site improvements from the site, as required for the new construction and site improvements.

### 3.3 EROSION AND SEDIMENT CONTROL

- A. Follow the SWPPP for the Project.
- B. General Contractor shall sign a copy of the certification statement contained in the SWPPP and maintain a copy of the SWPPP on site at all times.
- C. Submit NOT upon the completion of construction activities.

### 3.4 REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES

- A. In accordance with Articles 440.01 and 440.03 of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.5 PROTECTION

- A. Protect benchmarks, control points and existing facilities from damage or displacement.
- B. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within the drip line, excess foot or vehicular traffic, or parking of vehicles with the drip line. Provide temporary guards to protect trees and vegetation to be left standing.

### 3.6 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be re-located.
  - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
  - 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches (450 mm) below exposed subgrade.
  - 4. Use only hand methods for grubbing within tree protection zone.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

### 3.7 TOPSOIL STRIPPING

- A. Perform in accordance with Section 31 14 12 "Topsoil Excavation and Placement".

### 3.8 CLEAN AND ADJUST

- A. Remove from the site rubbish and debris found thereon or resulting from the work of demolition. At the completion leave the site in a safe and clean condition, free from materials or equipment.
- B. Repair any active utility damaged due to work under this contract to the satisfaction of the utility company and the Construction Manager.
- C. Repair all inlets, catch basins, storm sewers or sanitary sewers damaged due to work under this contract to the satisfaction of the Construction Manager.
- D. Clean all inlets, catch basins and storm sewers to eliminate any debris.

END OF SECTION 311000

## **SECTION 31 14 13 – TOPSOIL EXCAVATION AND PLACEMENT**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings of the Contract, including General and supplementary Conditions and Division 01 Specifications, apply to this Section.
  - 1. Removal of topsoil from areas of paving within the construction limits. Remove from site.
  - 2. Placing and finishing topsoil.

#### **1.2 SUMMARY**

- A. This Section includes:
- B. Related Sections include the following:
  - 1. Section 01 57 13 “Temporary Erosion & Sediment Control” for control of storm water runoff.
  - 2. Section 31 10 00 “Site Clearing” for removal of existing materials on the Project site.
  - 3. Section 31 23 13 “Subgrade Preparation” for preparation in paving areas.
  - 4. Section 31 20 00 “Earth Moving” for excavation and embankment related work.
  - 5. Section 32 92 00 “Turf and Grasses” for seeding, mulching and preparation for both.

#### **1.3 REFERENCE STANDARDS**

- A. Conform to IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition, Section 211, Articles 211.03 to 211.06.

### **PART 2 PRODUCTS (Not Used)**

### **PART 3 EXECUTION**

#### **3.1 TOPSOIL STRIPPING AND STOCKPILING:**

- A. In accordance with Article 211.03 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.2 PLACING

- A. In accordance with Article 211.04 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.
- B. Topsoil thickness in landscape areas near building shall be a minimum of 18"

### 3.3 FINISHING

- A. In accordance with Article 211.05 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.4 CLEARING AND DISPOSAL OF SURPLUS MATERIAL

- A. In accordance with Article 211.06 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.5 PROTECTION

- A. Protect benchmarks, control points and existing facilities from damage or displacement.
- B. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within the drip line, excess foot or vehicular traffic, or parking of vehicles within the drip line. Provide temporary guards to protect trees and vegetation to be left standing.

END OF SECTION 311412

## **SECTION 31 20 00 – EARTH MOVING**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Work Includes:

- 1. Preparing subgrades for, walks and pavements.
- 2. Base course for concrete walks & pavements.
- 3. Subsurface drainage backfill for trenches.
- 4. Excavating and backfilling for utility trenches.
- 5. Excavating and backfilling trenches for storm sewer and storm structures.
- 6. Excavating and backfilling trenches for electrical and communication lines and appurtenances.

- B. Related Requirements:

- 1. Section 31 10 00 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements
- 2. Section 31 23 13 "Subgrade Preparation" for preparation of subgrades beneath pavements.
- 3. Section 31 23 19 "Dewatering" for lowering and disposing of ground water during construction.
- 4. Section 32 92 00 "Turf and Grasses" for finish grading, including preparing and placing topsoil and planting soil for lawns.

#### **1.3 REFERENCE STANDARDS**

- A. IDOT Standard Specifications for Road and Bridge Construction, latest edition – Section 202, Earth Rock Excavation. Articles 202.02, 202.03 and 202.05.
- B. IDOT Standard Specification for Road and Bridge Construction, latest edition – Section 205, Embankment. Articles 205.02 to 205.04, 205.06 and 205.07.
- C. IDOT Standard Specification for Road and Bridge Construction, latest edition – Section 208, Trench Backfill. Article 208.02.

## 1.4 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by an independent geotechnical testing agency, according to ASTM D 1586.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

## 1.5 SUBMITTALS

- A. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

## 1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by the using agency or others unless permitted in writing by Construction Manager and then only after arranging to provide temporary utility services according to requirements indicated.
  - 1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Construction Manager's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

## PART 2 PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of [washed] crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## 2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:
- B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Section 31 10 00 "Site Clearing".
- C. Protect and maintain erosion and sedimentation controls, which are specified in Section 31 10 00 "Site Clearing" during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - 2. Install a dewatering system, specified in Section 31 23 19 "Dewatering" to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

### 3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

### 3.4 EXCAVATION, GENERAL

- A. Excavation shall conform to Articles 202.02, 202.03 and 202.05 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.
- B. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 24 inches outside of concrete forms other than at footings.
    - b. 12 inches outside of concrete forms at footings.
    - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
    - e. 6 inches beneath bottom of concrete slabs on grade.

### 3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
  - 1. Clearance: 9 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
  - 1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
  - 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
  - 3. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
  - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

### 3.9 SUBGRADE INSPECTION

- A. Notify Construction Manager when excavations have reached required subgrade.
- B. If Construction Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Construction Manager, and replace with compacted backfill or fill as directed.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Construction Manager, without additional compensation.

### 3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.12 UTILITY TRENCH BACKFILL

- A. When utility trenches are in or within 2 feet of pavement, trench backfill will conform to Article 208.02 of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.
- C. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- D. Provide 4-inch- (100-mm-) thick, concrete-base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway subbase.
- E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the utility pipe or conduit.
  - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- G. Place and compact final backfill of satisfactory soil to final subgrade elevation.

- H. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

### 3.13 SOIL FILL / EMBANKMENTS

- A. Preparation shall conform with Article 205.03 of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.
- B. Placing shall be in accordance with Article 205.04 of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.
- C. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use engineered fill.

### 3.14 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Compaction shall conform to Article 205.06 of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition unless otherwise specified below.
- B. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- C. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- D. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.

### 3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1 inch.
  - 3. Pavements: Plus or minus 1/2 inch.

### 3.17 FIELD QUALITY CONTROL

- A. Testing Agency: Construction Manager will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

### 3.18 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Construction Manager; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.
- D. Protect benchmarks, control points and existing facilities from damage or displacement.
- E. Protect above and below ground utilities which will remain.
- F. Repair damage at own cost.
- G. Protect trees, shrubs, lawns and other features remaining as portion of final landscape.

### 3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal shall conform to Article 202.03 of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

END OF SECTION 312000

## **SECTION 31 23 13 – SUBGRADE PREPARATION**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawing of the Contract, including General and supplementary Conditions and Division 01 Specification Sections, apply to this Section.
  - 1. Preparation of the completed earthwork as an unimproved subgrade prior to constructing the pavement structure or appurtenances.
  - 2. Dewatering

#### **1.2 SUMMARY**

- A. This Section includes:
  - 1 Preparation of areas under pavement
  - 2 Preparation of areas turf
- B. Related Sections include the following:
  - 1. Section 01 45 29 “Testing Laboratory Services” for compaction testing of the subgrade.
  - 2. Section 01 57 13 “Temporary Erosion & Sediment Control” for control of storm water runoff.
  - 3. Section 31 10 00 “Site Clearing” for removal of existing materials on site.
  - 4. Section 31 14 12 “Topsoil Excavation and Placement” for the treatment of topsoil.
  - 5. Section 31 20 00 “Earth Moving” for excavation and embankment.
  - 6. Section 32 11 23 “Aggregate Base Courses” for the placement of stone.
  - 7. Section 32 13 14 “Concrete Walks” for the construction of sidewalks.
  - 8. Section 32 16 15 “Cast-In-Place Concrete Curbs” for the construction of curbs.

#### **1.3 REFERENCE STANDARDS**

- A. Conform to IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition, Section 301, Articles 301.02 to 301.04 and 301.08 to 301.10.

## PART 2 PRODUCTS (Not Used)

## PART 3 EXECUTION

### 3.1 EQUIPMENT

- A. In accordance with Article 301.02 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.2 PREPARATION

- A. In accordance with Article 301.03 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.3 SUBGRADE COMPACTION AND STABILITY

- A. In accordance with Article 301.04 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.4 AGGREGATE BASE COURSE

- A. The subgrade shall be compacted by rolling with a steel wheel or pneumatic-tired roller. The rolling shall extend at least 12 inches beyond the edge of the base course.

### 3.5 CURBS AND SIDEWALK

- A. In accordance with Article 301.08 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.6 DRAINAGE

- A. In accordance with Article 301.09 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.7 FIELD QUALITY CONTROL

- A. Testing Agency: The Construction Manager will employ a qualified geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

- C. Testing agency will test densities according to Article 301.04 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition. Tests will be performed at the following locations and frequencies:
  - 1. Paved Areas: At least 1 test for every 2000 sq ft. or less of paved area but in no case fewer than 3 tests.
- D. When the testing agency reports that subgrades, have not achieved the required density and stability have not been attained, the Construction Manager will make a determination as to whether additional drying and recompaction will be needed or whether the ground and soil conditions warrant more extensive treatments. Soft and unstable material that will not compact when rolled or tamped, shall be removed and disposed of according to Article 202.03 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition, and replaced with materials specified above.
- E. Subgrade replacement:
  - 1. The Construction Manager shall observe the subgrade performance under haul trucks and construction equipment. Areas which exhibit significant surface deflections and the development of rutting shall be identified.
  - 2. The Testing Agency shall test those areas exhibiting surface deflections and rutting with the Dynamic Cone Penetrometer (DCP) to determine the thickness and extents of subgrade treatment.

### 3.8 MAINTENANCE

- A. In accordance with Article 301.10 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 3.9 PROTECTION

- A. Protect benchmarks, control points and existing facilities form damage or displacement.
- B. Protect above and below ground utilities which will remain.
- C. Repair damage at own cost.
- D. Protect trees, shrubs, lawns and other features remaining as portion of final landscape.

END OF SECTION 312313

## **SECTION 32 11 23 – AGGREGATE BASE COURSE**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings of the Contract, including General and supplementary Conditions and Division 01 Specifications, apply to this Section.
  - 1. Furnishing and placing granular material as a base course on a prepared subgrade for pavements either asphalt or concrete.

#### **1.2 SUMMARY**

- A. This Section includes:
  - 1 Aggregate Bases Courses Under Paved Surfaces
- B. Related Sections include the following:
  - 1. Section 01 45 29 “Testing Laboratory Services” for testing of aggregate materials.
  - 2. Section 01 57 13 “Temporary Erosion and Sediment Control” for the control of storm water runoff from the site.
  - 3. Section 31 10 00 “Site Clearing” for the removal of existing materials on site.
  - 4. Section 31 23 13 “Subgrade Preparation” For the preparation of the subgrade prior to placing aggregates and paving.
  - 5. Section 31 20 00 “Earth Moving” for exaction and embankment.
  - 6. Section 32 13 13 “Concrete Paving” for the preparation of base materials for concrete pavements.
  - 7. Section 32 13 14 “Concrete Walks’ for the preparation of base materials for sidewalks.
  - 8. Section 32 16 15 “Cast-In-Place Concrete Curbs” for the preparation of base materials for curbs.

#### **1.3 REFERENCE STANDARDS**

- A. IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition, Section 351, Articles 351.02 to 351.06 and 351.09 to 351.10.

#### 1.4 SUBMITTALS

- A. Aggregate weight tickets from an IDOT approved source indicating material or aggregate gradation, job designation, purchaser and weight.

#### 1.5 QUALITY ASSURANCE

- A. All aggregate shall be from an IDOT approved source.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. Granular Material
  - 1. In accordance with Article 351.02 of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.
  - 2. Aggregate Base Course, Type B shall be used.
  - 3. Gradation of Aggregate Base Course shall be CA-6.

### PART 3 EXECUTION

#### 3.1 EQUIPMENT

- A. In accordance with Article 351.03 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

#### 3.2 SUBGRADE PREPARATION

- A. In accordance with Article 351.04 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

#### 3.3 PLACING AND COMPACTING OF GRANULAR MATERIAL

- A. In accordance with Article 351.05 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.
- B. Granular material shall be placed a minimum of 18 inches outside of the proposed pavements.

#### 3.4 TOLERANCE IN THICKNESS

- A. In accordance with Article 351.06 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### 3.5 SHAPING, TRIMMING, AND FINISHING OF AGGREGATE BASE COURSE

- A. In accordance with Article 351.09 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### 3.6 MAINTAINING

- A. In accordance with Article 351.10 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

END OF SECTION 321123

## **SECTION 32 12 16 – ASPHALT PAVING**

### **PART 1 GENERAL**

#### **1.01 WORK INCLUDES**

- A. General Trades Contractor to provide:
  - 1. Furnish, place and compact hot mix asphalt (HMA) binder and surface course on a prepared base according to the details and as shown on the drawings.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01 45 29 "Testing Laboratory Services" for testing of asphalt surfaces.
- B. Section 02 41 00 "Demolition" for demolition of existing asphalt pavements.
- C. Section 31 10 00 "Site Clearing" for the removal of existing materials on site.
- D. Section 31 20 00 "Earth Moving" for excavating, backfilling, site grading, and for site utilities.
- E. Section 31 23 13 "Subgrade Preparation" for preparation of subgrade prior to placing asphalt.
- F. Section 32 11 23 "Aggregate Base Courses" for placement of aggregate base before paving.

#### **1.03 REFERENCE STANDARDS**

- A. IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition, Section 406, Articles 406.2, 406.3, 406.5, 406.6, 406.7, 406.8 & 406.12.

#### **1.04 SUBMITTALS**

- A. Bill(s) of Lading for Bituminous Material (Prime Coat)
- B. Hot Mix Asphalt weight tickets from an IDOT approved plant indicating material job designation, purchaser and weight.
- C. Daily Plant Reports
- D. IDOT approved mix designs for each required mixture.
- E. Results of Density Testing.

## 1.05 QUALITY ASSURANCE

- A. All Hot Mix Asphalt used on this project shall be produced at an IDOT approved plant.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. In accordance with Article 406.02 of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

## PART 3 EXECUTION

### 3.01 EQUIPMENT

- A. In accordance with Article 406.03 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### 3.02 PREPARATION OF BASE

- A. In accordance with Article 406.05 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.
- B. Prime coat shall be applied to aggregate bases at a uniform rate of 0.40 gal/sq yd prior to placing Hot Mix Asphalt.
- C. A tack coat shall be applied on top of the binder course prior to placement of the surface course at a uniform rate of 0.08 gal/sq yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances and surroundings. Remove spillages and clean affected surfaces.

### 3.03 PLACING

- A. In accordance with Article 406.06 (b) through (g) of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### 3.04 COMPACTION

- A. In accordance with Article 406.07 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition except as follows:
  - 1. An intermediate roller will not be required.

### 3.05 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Binder Course: Plus or minus ¼ inch.
  - 2. Surface Course: Plus 1/8 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances determined by using a 10-foot straight edge (to be supplied by the contractor) transversely or longitudinally to paved areas:
  - 1. Binder Course: ¼ inch.
  - 2. Surface Course: Plus 3/16 inch, no minus.

### 3.06 FIELD QUALITY CONTROL

- A. Correct asphalt paving work which does not conform to the specified requirements, including density, tolerances and finishes. Correct deficient asphalt pavement as directed by the Construction Manager.
- B. Hot Mix Asphalt testing service: The Construction Manager will employ an approved independent testing laboratory to perform quality assurance tests.
- C. In-Place Density: The Contractor, in the presence of the testing agency will take samples of uncompacted paving mixture and compacted pavement in accordance with IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.
- D. Tolerances In Thickness: Cores 2 in. in diameter shall be taken from the pavement by the Contractor, at locations selected by the Construction Manager. The Exact location for each core will be selected at random. Core locations will be specified prior to beginning the coring operations.

The Contractor and the Construction Manager shall witness the coring operations, as well as the measuring and recording of the cores. Core measurements will be determined immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples shall be disposed of according to Article 202.03.

Upon completion of coring, all core holes shall be filled with a rapid hardening mortar or concrete. Only enough water to permit placement and consolidation by rodding shall be used, and the material shall be struck-off flush with the adjacent pavement.

- E. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- F. Remove and replace or install additional HMA where test results or measurements indicate it does not comply with specified requirements.

### 3.07 BUTT JOINTS

- A. In accordance with Article 406.08 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### 3.08 PROTECTION OF PAVEMENT

- A. In accordance with Article 406.12 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### 3.09 DISPOSAL

- A. Remove excavated and excess asphalt materials from Project site and legally dispose of them in the EPA-approved landfill.
  - 1. Do not allow materials to accumulate on-site.

END OF SECTION 321216

## SECTION 32 12 20 – CRACK SEALING HOT-MIX ASPHALT PAVEMENT

### PART 1 GENERAL

#### 1.01 WORK INCLUDES

A. General Trades Contractor to provide:

1. This work shall consist of routing, cleaning, and sealing transverse and longitudinal reflected cracks in existing hot-mix asphalt (HMA) pavement.

2. Materials: Materials shall be according to the following:

Item	Article/Section
(a) Hot-Poured Joint Sealer.....	1050.02

3. Equipment: The routing machine shall have a steel, circular cutting head with carbide tipped cutters mounted radially. The machine shall be capable of routing a uniform, square shape approximately  $\frac{3}{4}$  x  $\frac{3}{4}$  in. (20 x 20 mm) in either a straight or irregular line.

The kettle used for heating the sealer shall be double-jacketed.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 45 29 "Testing Laboratory Services" for testing of asphalt surfaces.
- B. Section 02 41 00 "Demolition" for demolition of existing asphalt pavements.
- C. Section 31 10 00 "Site Clearing" for the removal of existing materials on site.
- D. Section 31 20 00 "Earth Moving" for excavating, backfilling, site grading, and for site utilities.
- E. Section 31 23 13 "Subgrade Preparation" for preparation of subgrade prior to placing asphalt.
- F. Section 32 12 16 "Asphalt Paving" for Hot-Mix requirements.
- G. Section 32 11 23 "Aggregate Base Courses" for placement of aggregate base before paving.

#### 1.03 REFERENCE STANDARDS

- A. IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition, Section 451 Articles 451.01 through

#### 1.04 SUBMITTALS

- A. Bill(s) of Lading for Bituminous Material

#### 1.05 QUALITY ASSURANCE

- A. All Sealant used on this project meets the requirement of the IDOT Standard Specifications for Road and Bridge Construction, latest edition Section 1050.02.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. In accordance with Article 451.02 and 1050.02 of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### PART 3 EXECUTION

#### 3.01 EQUIPMENT

- A. In accordance with Article 451.03 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

#### 3.02 CONSTRUCTION REQUIREMENTS

- A. Primary transverse and longitudinal working cracks shall be routed, cleaned, and sealed. Any adjacent secondary cracks shall be only cleaned and sealed as directed by the Engineer.
- B. Cracks shall be routed following the crack as nearly as possible, approximately  $\frac{3}{4}$  in. (20 mm) wide by  $\frac{3}{4}$  in. (20 mm) deep as close to a 1:1 ratio as possible. Immediately ahead of sealer placement, dust and debris shall be blown from the crack with a power brush/blower or with compressed air with a minimum pressure of 90 psi (620 kPa). When compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.
- C. The hot-poured joint sealer shall be continuously and mechanically agitated during heating. The sealer shall be applied using the methods and equipment recommended by the manufacturer except it shall only be placed when the air temperature in the shade is 40° F (5° C) or greater.
- D. Existing raised reflective pavement markers shall be protected during the crack sealing operations. Tracking of sealant material will not be allowed. If sealant materials are applied to the markers, such material shall be removed.
- E. Sealant shall be placed in the clean, dry crack. The crack shall be slightly overfilled and immediately squeegeed to provide a "band-aid" type effect approximately 2 in. (50 mm) wide, flush with the pavement surface, and with the edges feathered out.
- F. The sealant shall be allowed to cure before opening to traffic. When approved by the Engineer, the sealant may be dusted with fine sand, Portland cement, or mineral filler to prevent tracking.

### 3.03 METHOD OF MEASUREMENT

- A. Crack Routing and filing will be measured for payment as lump sum for the area designated on the plans.

END OF SECTION 321220

## **SECTION 32 13 13 – CONCRETE PAVING**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings of the Contract, including General and supplementary Conditions and Division 01 Specifications, apply to this Section.
  - 1. All pavements composed of Portland cement concrete with or without reinforcement, constructed on a prepared subgrade, or subbase with or without forms, according to the details at the locations shown on the plans.

#### **1.2 SUMMARY**

- A. This Section includes:
  - 1 Sidewalks
  - 2 Thickened Edge Sidewalks
  - 3 Utility Pads
  - 4 Drives
- B. Related Sections include the following:
  - 1. Section 01 45 29 "Testing Laboratory Services" for concrete testing.
  - 2. Section 03 30 00 "Cast-in-Place Concrete" for general building applications of concrete.
  - 3. Section 31 23 13 "Subgrade Preparation" for preparation before placing concrete.
  - 4. Section 31 20 00 "Earth Moving" for grading before placing concrete.
  - 5. Section 32 11 23 "Aggregate Base Course" for placing stone prior to concrete paving.

#### **1.3 REFERENCE STANDARDS**

- A. IDOT Standard Specifications for Road and Bridge Construction, latest edition – Section 420, Articles 420.02 to 420.07, 420.09, 420.11 to 420.13 and 420.18.

#### **1.4 SUBMITTALS**

- A. Delivery tickets from an IDOT approved plant indicating material, job designation, purchaser and weight.
- B. IDOT approved mix designs for each required mixture.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. In accordance with Article 420.02 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

## PART 3 EQUIPMENT

- 3.1 In accordance with Article 420.03 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

## PART 4 EXECUTION

### 4.1 SUBGRADE PREPARATION

- A. In accordance with Article 420.04 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 4.2 JOINTS

- A. In accordance with Article 420.05 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

### 4.3 FORMS

- A. In accordance with Article 420.06 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition except as follows:
  - 1. Slipforming will not be allowed.

### 4.4 PLACING

- A. In accordance with Article 420.07 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.
- B. Notify Construction Manager at least 24 hours prior to scheduled placement of all concrete.
- C. Prior to placement, the Construction Manager will review all lines, grades, elevations, formwork, reinforcement and accessories.

### 4.5 FINISHING

- A. In accordance with Article 420.09 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

#### 4.6 REMOVING FORMS

- A. In accordance with Article 420.11 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

#### 4.7 SEALING JOINTS

- A. In accordance with Article 420.12 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

#### 4.8 OPENING TO TRAFFIC

- A. In accordance with Article 420.13 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

#### 4.9 PROTECTIVE COAT

- A. In accordance with Article 420.18 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

#### 4.10 FIELD QUALITY CONTROL

- A. Correct concrete work which does not conform to the specified requirements, including strength, tolerances and finishes. Correct deficient concrete as directed by the Construction Manager.
- B. Concrete mix proportions may be determined by laboratory tests or by field test methods, complying with ACI 211.1-8.1. Submit written reports to the Construction Manager of each concrete mix. Information submitted to the Construction Manager shall be current.
- C. Concrete testing service: The Construction Manager will employ an approved independent testing laboratory to perform concrete quality evaluation tests.
- D. Quality Control Testing During Construction: Concrete shall be sampled and tested for quality control during the placement of concrete, as follows:
  - 1. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements.
    - a. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. Yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.
      - (1) When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
      - (2) Slump shall be determined according to Article 1020.07 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.

- (3) Air content shall be determined according to Article 1020.08 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, latest edition.
  - (4) Compression strength tests shall be performed according to Article 1020.09 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Jan 1, latest edition. Take one set of test samples on each day that concrete is placed for the walks.
  - (5) Compression Test Specimens: ASTM C 31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
- E. Testing laboratory will report test results in writing to the Construction Manager and the General Trades Contractor within 48 hours of testing. Reports of compressive strength tests will contain the project identification name and number, date of concrete placement, name of Contractor, name of concrete supplier and truck number, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix identification number, compressive breaking strength and type of break for both 7 day tests and 28 day tests.
- F. Pavement Tolerances shall comply with tolerances of ACI 117 and as follows:
- 1. Elevation: 1/4 inch (6 mm).
  - 2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
  - 3. Surface: Gap below 10-foot- (3-m-) long, unlevelled straightedge not to exceed 1/4 inch (6 mm).
  - 4. Joint Spacing: 3 inches (75 mm).
  - 5. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
  - 6. Joint Width: Plus 1/8 inch (3 mm), no minus.
- G. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Construction Manager but will not be used as sole basis for approval or rejection of concrete.
- H. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Construction Manager.
- I. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- J. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

#### 4.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

- B. Drill test cores, where directed by Construction Manager, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

## **SECTION 32 16 15 – CAST-IN-PLACE CONCRETE CURB**

### **PART 1 GENERAL**

#### **1.01 WORK INCLUDES**

- A. General Trades Contractor to provide:
  - 1. Construction of cast-in-place concrete curb and curb & gutter at locations shown on the drawings.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01 45 29 “Testing Laboratory Services” for testing of concrete.
- B. Section 31 23 13 “Subgrade Preparation” for the preparation of the subgrade prior to placing concrete curbs.
- C. Section 32 11 23 “Aggregate Base Courses” for the placement and preparation of stone before placing concrete curbs.
- D. Section 32 13 13 “Concrete Paving” for related standards of concrete curb construction.

#### **1.03 REFERENCE STANDARDS**

- A. IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition, Articles 606.02 to 606.08, 606.11, 606.12 and 606.13.
- B. IDOT Highway Standard 606001, Concrete Curb Type B and Combination Concrete Curb and Gutter.

#### **1.04 SUBMITTALS**

- A. Delivery tickets from an IDOT approved plant indicating material, job designation, purchaser and weight.
- B. IDOT approved mix designs for each required mixture.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Provide all materials in accordance with Article 606.02 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

## PART 3 EQUIPMENT

### 3.01 FORMS

- A. Provide all materials in accordance with Article 606.03 (a) of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

## PART 4 EXECUTION

### 4.01 EXCAVATION

- A. In accordance with Article 606.04 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### 4.02 FORMS

- A. In accordance with Article 606.05 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### 4.03 CONCRETE PLACEMENT

- A. In accordance with Article 606.06 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.
- B. Notify Construction Manager at least 24 hours prior to scheduled placement of all concrete.
- C. Prior to placement, the Construction Manager will review all lines, grades, elevations, formwork, reinforcement and accessories.

### 4.04 JOINTS

- A. In accordance with Article 606.07 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

### 4.05 FINISHING

- A. In accordance with Article 606.11 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

#### 4.06 PROTECTIVE COAT

- A. Protective coat will be required if when the curb is constructed after November 15 and the adjacent pavement will be opened to traffic prior to the following April 15 or when directed by the Construction Manager. When required, protective coat shall be in accordance with Article 606.12 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

#### 4.07 FIELD QUALITY CONTROL

- A. Correct concrete work which does not conform to the specified requirements, including strength, tolerances and finishes. Correct deficient concrete as directed by the Construction Manager.
- B. Concrete mix proportions may be determined by laboratory tests or by field test methods, complying with ACI 211.1-8.1. Submit written reports to the Construction Manager of each concrete mix. Information submitted to the Construction Manager shall be current.
- C. Concrete testing service: The Construction Manager will employ an approved independent testing laboratory to perform concrete quality evaluation tests.
- D. Quality Control Testing During Construction: Concrete shall be sampled and tested for quality control during the placement of concrete, as follows:
  - 1. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements.
    - a. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. Yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.
      - (1) When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
      - (2) Slump shall be determined according to Article 1020.07 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, January 1, 2015.
      - (3) Air content shall be determined according to Article 1020.08 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.
      - (4) Compression strength tests shall be performed according to Article 1020.09 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition. Take one set of test samples on each day that concrete is placed for the walks.
      - (5) Compression Test Specimens: ASTM C 31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.

- E. Testing laboratory will report test results in writing to the Construction Manager and the General Trades Contractor within 48 hours of testing. Reports of compressive strength tests will contain the project identification name and number, date of concrete placement, name of Contractor, name of concrete supplier and truck number, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix identification number, compressive breaking strength and type of break for both 7 day tests and 28 day tests.

#### 4.08 BACKFILL

- A. In accordance with Article 606.13 of IDOT Standard Specifications for Road and Bridge Construction, including all supplements, Latest edition.

END OF SECTION 321615

## **SECTION 32 92 00 – TURFS AND GRASSES**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Items of this Section shall comply with the specifications below, the Illinois Urban Manual (latest edition), and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition). Where discrepancies exist between specification references, the most stringent shall apply.

#### **1.02 SUMMARY**

- A. Section Includes:
  - 1. Seeding.
  - 2. Erosion-control material(s).
  - 3. Topsoil.
- B. Related Sections:
  - 1. 31 10 00 "Site Clearing" for topsoil stripping and stockpiling.
  - 2. 31 20 00 "Earth Moving" for excavation, filling and backfilling, and rough grading.

#### **1.03 DEFINITIONS**

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

#### 1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
  - 1. Certification of each seed mixture for turfgrass and sod, identifying source, including name and telephone number of supplier.
- C. Qualification Data: For qualified landscape Installer.
- D. Product Certificates: For soil amendments and fertilizers, from manufacturer.
- E. Material Test Reports: For existing surface soil and imported topsoil.
- F. Planting Schedule: Indicating anticipated planting dates for each type of planting.
- G. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns during a calendar year. Submit before expiration of required initial maintenance periods.

#### 1.05 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment.
  - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
  - 2. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
  - 1. Report suitability of topsoil for lawn growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- D. Preinstallation Conference: Conduct conference at Project site.

## 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in its "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

## 1.07 PROJECT CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
  - 1. Spring Planting: Mid April through the end of the year.
  - 2. Fall Planting: Mid August through the end of September.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

## 1.08 MAINTENANCE SERVICE

- A. Initial Lawn Maintenance Service: Provide full maintenance including mowing, water, fertilizers and weeding by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
  - 1. Seeded Lawns: 60 days from date of Substantial Completion.
    - a. When initial maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.

## PART 2 - PRODUCTS

### 2.01 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species, as follows:

- C. Seed Species: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:
1. Full Sun: Kentucky bluegrass (*Poa pratensis*), a minimum of three cultivars.
  2. Sun and Partial Shade: Proportioned by weight as follows:
    - a. 50 percent Kentucky bluegrass (*Poa pratensis*).
    - b. 30 percent chewings red fescue (*Festuca rubra* variety).
    - c. 10 percent perennial ryegrass (*Lolium perenne*).
    - d. 10 percent redtop (*Agrostis alba*).
  3. Shade: Proportioned by weight as follows:
    - a. 50 percent chewings red fescue (*Festuca rubra* variety).
    - b. 35 percent rough bluegrass (*Poa trivialis*).
    - c. 15 percent redtop (*Agrostis alba*).

## 2.02 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth. All to be pulverized. 195% of shall pass ¼ sieve.
1. Topsoil Source: Import topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from recent agricultural land, bogs or marshes.
    - a. Qualities - Fertile, friable, loamy, any surface soil, free of stones, stumps, root, trash, debris and other deleterious matter.
    - b. PH range 6.5 to 8.4. Topsoil not meeting this range will be amended.
    - c. Organic content 3-10% degradation (per above).

## 2.03 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum of 80 percent calcium carbonate equivalent and as follows:
1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
  2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
  3. Provide lime in form of dolomitic limestone.

- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- G. Sand: Clean, washed, natural or manufactured, free of toxic materials.
- H. Diatomaceous Earth: Calcined, diatomaceous earth, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

#### 2.04 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through ½-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 50 to 60 percent of dry weight.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
  - 1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu.ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft of loose sawdust or ground bark.
- E. Manure: Well-rotted, unbleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

## 2.05 PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.

## 2.06 FERTILIZER

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
  - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight, or in amounts recommended in soil reports from a qualified soil-testing agency.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight or in amounts recommended in soil reports from a qualified soil-testing agency.

## 2.07 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Peat Mulch: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat Mulch: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 50 to 60 percent of dry weight.

- E. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- F. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
- G. Asphalt Emulsion: ASTM D 977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors.

## 2.08 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Excelsior Green Blanket. Include manufacturer's recommended steel wire staples, 6 inches long.
- B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.
- C. Erosion-Control Rip-Rap: IDOT Specification Section 281.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
  - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
  - 2. Protect grade stakes set by others until directed to remove them.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.03 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1½ inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Apply recommended fertilizer directly to subgrade before loosening.
  - 2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
    - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
    - b. Mix lime if necessary, with dry soil before mixing fertilizer.
  - 3. Spread planting soil mix to a minimum depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
    - a. Spread approximately 1/2 the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil mix.
    - b. Reduce elevation of planting soil to allow for soil thickness of sod, if sodding.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Before planting, restore areas if eroded or otherwise disturbed after finish grading.

### 3.04 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Lawn Preparation" Article.
- B. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- C. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

### 3.05 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
  - 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 4-5 lb/1,000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect all seeded areas with excelsior – green blanket installed and anchored according to manufacturer's written instructions.
- E. Protect seeded areas from hot, dry weather or drying winds by applying mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a depth of 3/16 inch, and roll surface smooth.

### 3.06 LAWN MAINTENANCE

- A. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.
  - 1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
- B. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches.
  - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
  - 2. Water lawn with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
  - 1. Mow grass to a height of 1-1/2 to 2 inches.

- D. Lawn Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
  - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1,000 sq. ft. to lawn area.

### 3.07 SATISFACTORY LAWNS

- A. Lawn installations shall meet the following criteria as determined by Construction Manager, Civil Engineer and Owner:
  - 1. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

### 3.08 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris, created by lawn work, from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after lawn is established.
- C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 329200



**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

Accepted by: \_\_\_\_\_ (Signature)

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

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

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

Joliet Junior College  
Owner

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

Joliet Junior College

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

Revision-F June 20, 2018

- 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

Revision-F June 20, 2018

### 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**

Revision-F June 20, 2018

**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**

Revision-F June 20, 2018

- 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

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:



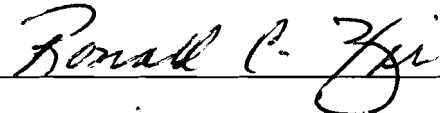
Firm: Joliet Junior College

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*

## Will County Prevailing Wage Rates posted on 2/2/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		45.90	46.90	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82	
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40	
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
CARPENTER	All	ALL		50.86	55.95	2.0	2.0	2.0	2.0	11.79	27.24	0.00	0.79	
CEMENT MASON	All	ALL		45.00	47.00	2.0	1.5	2.0	2.0	11.15	29.32	0.00	0.55	
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94	
COMMUNICATION TECHNICIAN	All	BLD		40.00	44.00	1.5	1.5	2.0	2.0	16.19	14.91	0.00	0.75	1.96
ELECTRIC PWR EQMT OP	All	ALL		56.55	62.05	1.5	1.5	2.0	2.0	12.94	19.11	0.00	3.17	
ELECTRIC PWR GRNDMAN	All	ALL		44.11	62.05	1.5	1.5	2.0	2.0	10.10	14.91	0.00	2.48	
ELECTRIC PWR LINEMAN	All	ALL		56.55	62.05	1.5	1.5	2.0	2.0	12.94	19.11	0.00	3.17	
ELECTRICIAN	All	BLD		48.50	52.87	1.5	1.5	2.0	2.0	16.64	20.26	0.00	1.23	4.21
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64	
GLAZIER	All	BLD		47.60	49.10	1.5	2.0	2.0	2.0	14.99	23.55	0.00	1.43	
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82	
IRON WORKER	All	ALL		46.00	50.60	2.0	2.0	2.0	2.0	12.71	28.01	0.00	1.00	
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
LATHER	All	ALL		50.86	55.95	2.0	2.0	2.0	2.0	11.79	27.24	0.00	0.79	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93	
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02	
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MILLWRIGHT	All	ALL		50.86	55.95	2.0	2.0	2.0	2.0	11.79	27.24	0.00	0.79	
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	6	54.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	7	56.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	

OPERATING ENGINEER	All	FLT	1	59.35	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	2	57.85	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	3	51.50	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	4	42.80	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	5	60.85	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	FLT	6	41.00	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
PAINTER	All	ALL		49.30	55.46	1.5	1.5	1.5	2.0	13.01	14.74	0.00	1.87	
PAINTER - SIGNS	All	BLD		40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIIVER	All	ALL		50.86	55.95	2.0	2.0	2.0	2.0	11.79	27.24	0.00	0.79	
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92	
PLASTERER	All	BLD		45.50	48.23	1.5	1.5	2.0	2.0	16.75	19.04	0.00	1.25	
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.58	14.56	0.00	0.96	
SHEETMETAL WORKER	All	BLD		51.83	54.42	1.5	1.5	2.0	2.0	11.22	19.08	0.00	1.45	2.46
SPRINKLER FITTER	All	BLD		52.25	55.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75	
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	16.64	0.00	0.97	
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00	
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02	
TRAFFIC SAFETY WORKER	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRUCK DRIVER	All	ALL	1	41.70	42.25	1.5	1.5	2.0	2.0	10.15	11.39	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.85	42.25	1.5	1.5	2.0	2.0	10.15	11.39	0.00	0.15	
TRUCK DRIVER	All	ALL	3	42.05	42.25	1.5	1.5	2.0	2.0	10.15	11.39	0.00	0.15	
TRUCK DRIVER	All	ALL	4	42.25	42.25	1.5	1.5	2.0	2.0	10.15	11.39	0.00	0.15	
TUCKPOINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

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

**C Class****Base** Base Wage Rate**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.**OT Sa** Overtime pay required for every hour worked on Saturdays**OT Su** Overtime pay required for every hour worked on Sundays**OT Hol** Overtime pay required for every hour worked on Holidays**H/W** Health/Welfare benefit**Vac** Vacation**Trng** Training**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

## Explanations WILL COUNTY

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

## EXPLANATION OF CLASSES

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

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

## CERAMIC TILE FINISHER

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

## COMMUNICATIONS TECHNICIAN

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

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

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

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

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

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

## 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

---

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>	\$5,000.00
<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:

<hr/> (Authorized signing officer)	<hr/> (Title)
(Seal)	

<hr/> (Authorized signing officer)	<hr/> (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