



BIDDER: _____

BID NAME: Von Ohlen Hall Re-roof Project

BID NUMBER: 01-19-001

BIDS DUE: Thursday, January 17, 2019 at 2:00 p.m. Central

A mandatory attendance pre-bid meeting will be held on Wednesday, January 9, 2019 at 1:00 p.m. in Bodie Hall, Room 150, Sugar Grove Campus.

RETURN BIDS TO:

**Purchasing
Waubonsee Community College
4S783 State Route 47
Dickson Center, Room 259
Sugar Grove, IL 60554-9903**

Responses to this IFB shall be submitted in a sealed envelope to the address above. **Envelopes must be clearly identified with the name of the BID and Due Date/Time.** Proposals received after the date and time specified in this BID will not be considered.

All correspondence or questions concerning this BID should be addressed to purchasing@waubonsee.edu.

To Be Returned with Bid

- BID FORM
- CERTIFICATIONS
- AUTHORIZATION PAGE
- CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM
- STATE OF ILLINOIS BUSINESS ENTERPRISE INFORMATION FORM
- REFERENCES

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COLLEGE OVERVIEW

Waubonsee Community College (WCC), located forty-five miles west of Chicago, Illinois, has served more than 300,000 students since its inception. As one of 48 public community colleges in the Illinois Community College System, WCC is governed by a board of trustees composed of seven community members elected from the district at large and a student trustee selected by the student body. WCC serves 22 municipalities, 12 public high school districts and nine private high schools in a five-county, 600-square-mile district. In order to proactively address student and community needs, WCC has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement.

Campus Locations

Main Campus

Waubonsee Community College Sugar Grove, Rte. 47 at Waubonsee Drive, Sugar Grove, Illinois 60554

Extension Campuses

Waubonsee Community College Plano Campus, 100 Waubonsee Drive, Plano, Illinois 60545

Waubonsee Community College Aurora Downtown Campus, 18 South River St. Aurora, Illinois, 60506

Waubonsee Community College Fox Valley Campus, 2060 Ogden Ave, Aurora, Illinois 60504

GENERAL REQUIREMENTS

Summary

Waubonsee Community College (WCC) seeks sealed bids from qualified contractors to provide services for the full tear-off and replacement of the Von Ohlen Hall roof as specified.

A mandatory attendance pre-bid meeting will be held on Wednesday, January 9, 2019 at 1:00 p.m. in Bodie Hall, Room 150.

Schedule

- | | |
|---------------------------------------|---|
| • Bid Publication Date | Wednesday, January 2, 2019 |
| • Pre-Bid Meeting | Wednesday, January 9, 2019 at 1:00 p.m. in Bodie Hall 150 |
| • Last Day for Submittal of Questions | Monday, January 14, 2019 |
| • Bids Due to the college | Thursday, January 17, 2019 at 2:00 p.m. |
| • Recommendation of Award | Wednesday, February 20, 2019 |
| • Substantial Completion | May 31, 2019 |

Information

1. Bid documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
2. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of Bids.
3. All late, faxed or emailed Bids will be rejected.
4. All Bid prices must be good for a period of ninety (90) days from the date of opening.
5. The award of the contract will be made within ninety (90) days after the opening of BIDS to the lowest responsive and responsible bidder whose bid complies with all requirements prescribed herein.
6. Bid summary will be posted to the college's purchasing webpage after award of orders.
7. If the Bid is not awarded within ninety (90) days after the opening of bids, a Bidder may file a written request with the Purchasing Manager on the withdrawal of their bid, and the Purchasing Manager will permit such withdrawal.
8. The price bid for each item is the full purchase price, including delivery to destination, rigging expenses, balancing provisions no matter what the cause for imbalance, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period. List all costs individually on a separate sheet.
9. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
10. Vendors involved in providing servicing under this project require a minimum of five years' experience.
11. The college reserves the right to reject or accept any or all Bid responses, to extend the bidding period, to waive technicalities in the documents or rebid prior to award of the Contract.
12. The college will issue a purchase order after award of orders.
13. Invoices will be paid monthly for work completed. The college's payment terms are net 30 days.
14. Any **Change Work Orders** must be submitted to the college in writing and approved by the college in writing.
15. The **Prevailing Wage Act** requires contractors and subcontractors to pay laborers, workers and mechanics employed on PUBLIC WORKS construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.
16. **Certified Payroll** will be required to verify adherence to prevailing wage requirements.
17. Waubonsee Community College encourages the participation of qualified businesses owned by minorities, females and persons with disabilities in contracts the college awards. This policy shall be furthered by complying with the **Business Enterprise for Minorities, Females and Persons with Disabilities Act**, 30 ILCS 575/0.01 et seq. and by cooperating

- with the Illinois Business Enterprise Council.
18. WCC belongs to the following consortiums and Group Purchasing Organizations: E&I (Educational and Institutional Cooperative Purchasing); Sourcewell, US Communities; TCPN/National IPA; Midwest Higher Education Compact Consortium, and the Illinois Public Higher Education Cooperative. If you have pricing agreements with any of these organizations, pricing should minimally reflect these discounts. The college expects to be provided with the best available pricing.
 19. All bid responses will become the property of Waubonsee Community College. All materials received or created by the college are considered **public records** and subject to disclosure to third parties in accordance with the **Freedom of Information Act (FOIA)**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the college.
 - a. If the Respondent requests that the college withhold their trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the Respondent must include in its submittal:
 - i. A written notification specifically identifying such information
 - ii. A statement that disclosure of such information will cause competitive harm to the Respondent
 - b. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection

Instructions

1. Provide one (1) original and two (2) copies of your Bid in a sealed envelope.
2. Provide one original of the Bid Bond.
3. Bid submittals must include all pages noted on the cover page of this bid document.
4. Erasures or changes in bids must be initialed. White-out is NOT permitted.
5. Bidders may not contact any college employee to discuss this IFB. **All correspondence or questions concerning the IFB should be addressed to purchasing@waubonsee.edu.** All questions must be submitted in writing and will be responded to by addendum. Do not expect an immediate answer. Include your email address and/or fax number for any necessary communication.
6. Bidders are responsible for checking the college's purchasing webpage for updates to the IFB and will be required to acknowledge receipt of the addenda in the IFB response.
7. **Bid Bond**
 - a. Bid shall be accompanied by bid bond, or by cashier's check or certified check in the amount of 10% of the bid. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of Waubonsee Community College. Failure to submit the bid bond shall constitute an informal Bid and such Bid shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the college as

liquidated damages and not as a penalty in the event the Bidder fails to comply with the terms of this invitation for bid, or otherwise fails or refuses to honor the Bid upon award of the Contract by the College.

The bid deposit of all bidders will be returned, with the exception of the winning Contractor, after the college has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Bid documents.

8. Performance and Payment Bond

- a. The awarded Contractor shall furnish a Performance and Payment Bond in the full amount of the Contract. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide – Property and Casualty.

In the event the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after award, the college may elect to retain the Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated.

9. Subcontracting

- a. Provide the names and full contact information of any subcontractors to be used on this project. Subcontractors are subject to college approval.

SCOPE OF WORK

Summary

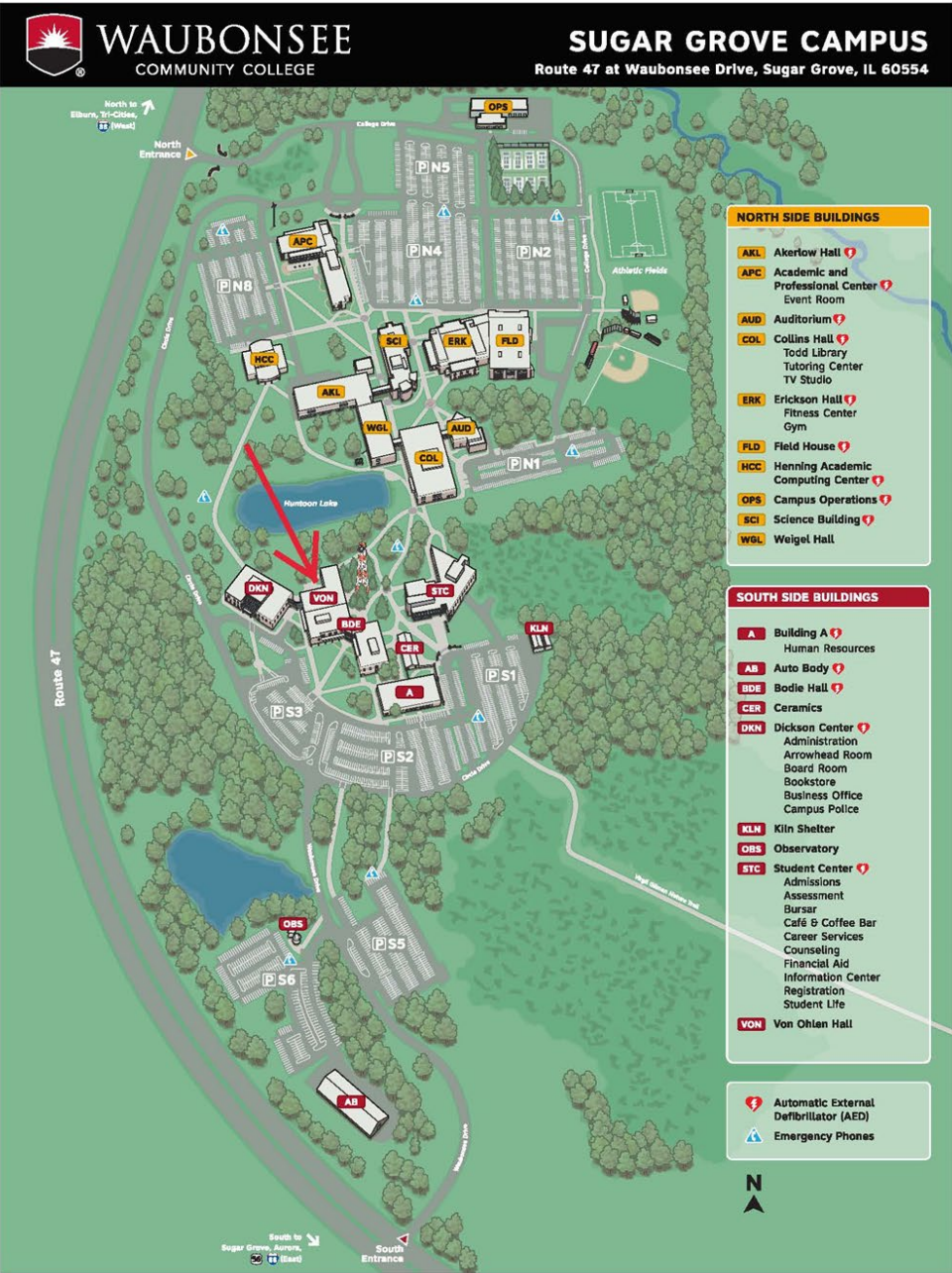
The 15,128 sq ft roof of Von Ohlen Hall is in poor condition and in need of replacement. Due to the apparent evidence of water damage in various areas, a full tear-off and replacement has been determined to be necessary.

Existing Roof Composition

1. 15,128 sq ft
2. Deck: Structural Concrete
3. Vapor Retarder: 2 ply hot
4. Insulation: Polyisocyanurate
5. Membrane: EPDM – Unreinforced with ballast round river stone
6. Pictures of Existing Von Ohlen Roof (9.26.18):

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College Map / Building Location



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Von Ohlen Hall Roof - Facing West from BDE Roof



Von Ohlen Hall Roof - Facing East from BDE Roof



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Von Ohlen Hall Roof - Facing North from BDE Roof



Von Ohlen Hall Roof - Facing Southwest from VON Roof (view of abandoned curbs to be removed):



Approach, Plan of Work and Timeline

1. Waubensee Community College estimates a start date in March 2019 and completion in by May 31, 2019. Contractors should identify if this timeline is reasonable or if more time would be required.

General Conditions

1. Safety of Persons and Property
 - a. The Owner is NOT in charge of the Work or in control of the Work. The obligation of the Contractor shall be construed to include, but not be limited to injury or damage upon failure to use or misuse by the Contractor, his agents and employees of any scaffold, hoist, crane, stay, ladder, support of other mechanical contrivance erected or constructed by any person or any or all other kinds of equipment, whether or not owned or furnished by the Contractor. The Contractor expressly agrees that he is exclusively responsible for compliance with OSHA and local regulations for construction and that he is the "employer" within the meaning of those regulations. Any provision in the Contract Documents in conflict with this paragraph shall be null and void.
2. Storage of Materials:
 - a. Contractors to store all materials and equipment in a place that it will not serve as a barrier to entrances or become a nuisance as determined by the Owner.
 - b. Materials are to be stored per manufacturer requirements/recommendations.
3. Safety Appliances And First Aid:
 - a. The Contractor shall provide such safety appliances for his equipment as may be required by the insurance companies and Federal, State, and Local Ordinances to protect employees from any harm. The Contractor shall furnish a complete First-Aid outfit for the use of all workmen on the job, whether or not they are in his employ.
4. Glass Breakage And Cleaning:
 - a. The Contractor shall replace all broken glass up to the acceptance of the owner and shall wash, clean and polish all glass in the areas or work immediately prior to the acceptance.
5. Work Restrictions, General:
 - a. On-Site Work Hours: Work shall be generally performed outside the existing building during normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except otherwise indicated.
 - i. Weekend Hours: Consult with Owner
 - ii. Early Morning Hours: Consult with Owner
 - iii. Hours for Utility Shutdowns: Consult with Owner
 - iv. Hours for Core Drilling or other noisy activity: Consult with Owner

- b. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - i. Notify Owner not less than 2 (two) days in advance of proposed utility interruptions
 - ii. Do not proceed with utility interruptions without Owner's written permission

- c. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - i. Notify Owner not less than 2 days in advance of proposed disruptive operations

- d. Nonsmoking Campus: Smoking is NOT permitted on the Waubensee Community College Campus. Smoke breaks may be taken inside vehicles.

- e. Controlled Substances: Use of tobacco products and other controlled substances is not permitted within the building or on Project Site.

Closeout Procedures

- 1. Project Close-out Meeting:
 - a. Schedule and conduct a post construction meeting with owner to review and ensure project has been satisfactorily completed and all close-out requirements are understood.

- 2. Substantial Completion
 - a. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - i. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete
 - ii. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents
 - iii. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information
 - iv. Complete startup testing of systems
 - v. Submit changeover information related to Owner's occupancy, use, operation, and maintenance
 - vi. Complete final cleaning requirements

- 3. Electronic Closeout Documentation

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- a. Provide a complete project closeout documentation package in electronic format. This package shall include:
 - i. Issued for Construction Plans, Specs
 - ii. Project Record Documents
 - iii. Approved Submittals
 - iv. Operation and Maintenance Manuals
 - v. Warranties
 - vi. Owner training Videos (.WMV or .MP4 Format)
 - vii. Project Contact Directory

- b. The Electronic Closeout Documentation shall be prepared by BHFX Imaging. Contractors are responsible for all Closeout Fees.
 - i. Contact Sarah Jacobs at 847-593-3161 x. 206 or sarah.jacobs@bhfx.net for Pricing and Closeout Organization Information

- c. In order to facilitate the Electronic Closeout Documentation process, comply with the following procedures:
 - i. Contact BHFX Imaging for a Project Order Form a minimum of three months prior to the date of Substantial Completion to schedule a pre-closeout meeting. Review the following:
 - 1. Format of documents: PDF electronic format for all documents
 - 2. Folder structure for storage and transfer of files
 - 3. Schedule for collection and turn-over of closeout documentation
 - 4. Record Document format procedures: Provide clean and accurate paper copies of the marked-up Record Documents (Drawings and Specifications) for scanning
 - 5. Provide contact information for the individual responsible for the collection and transfer of the Electronic Closeout Documentation Package contents
 - 6. Review a complete listing of Electronic Closeout Documentation Package contents

 - ii. Provide all documentation to BHFX Imaging for processing no later than 30 days after the date of Substantial Completion

 - iii. Schedule a training conference with the Owner's Representative, Architect, Construction Manager and BHFX Imaging to present the completed Electronic Closeout Documentation Package

- 4. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- 5. On premises restrooms may be used by workers for the duration of the project.

Waste and Disposal

1. Contractor is responsible for disposal of all demolition and waste from installation.
2. Dumpster location to be coordinated with owner.
 - a. Plywood or other protection is required to be placed under dumpster to protect pavement from damage.
3. Contractor shall be responsible for all cleaning required for work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations.
4. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each workday. Contractor is responsible for the management and removal of waste materials, including hazardous materials, to be disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.
5. Burning of rubbish or debris is not allowed at the site. Rubbish, debris and scrap is not to be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
6. Spillages of oil, grease or other liquids that could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.
7. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, the college reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

Protection

1. All landscaping and hardscape/pavement are to be protected.
2. Plywood or other means should be used to protect pavement from damage by dumpsters or any other equipment as needed.
 - a. Owner is to be consulted in advance, if existing landscaping must be altered to allow for work to progress.
 - b. Owner is to be notified immediately if landscaping is damaged in the course of performing work.
3. Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage done to public and/or private property by the Contractor, shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the college.
4. The Contractor shall use all means to protect existing objects, structures and vegetation. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the college, at no additional cost to the college.

Section 01100 - Summary

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Work phases.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Waubensee Community College
 - 1. Project Location: Sugar Grove Campus; Von Ohlen Hall.
- B. The Work consists of the following:
 - 1. Von Ohlen Hall Replacement of Existing Roofing over structural concrete decks:
 - a. Remove existing roofing down to structural concrete deck.
 - b. Remove abandoned curb from former RTU
 - 1) Cover hole with 1/4" thick steel plate anchored to the concrete deck.
 - c. Install double layer of polyisocyanurate in low-rise foam insulation adhesive.
 - d. Install tapered insulation saddles and crickets in low-rise foam insulation adhesive.
 - e. Install cover board in low-rise foam insulation adhesive.
 - f. Install multi-ply modified bitumen roof system in cold adhesive.
 - 1) Install 2 high-tensile base plies in cold adhesive
 - 2) Install 1 fire rated, granule surfaced SBS cap sheet in cold adhesive.
 - g. Install modified bitumen flashings in cold adhesive.
 - h. Install pre-finished metal counter-flashings, fascias and caps.

1.4 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

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- C. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is underway.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
 - 2. Driveways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- D. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.5 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing adjacent building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
 - 2. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

Section 07552 – SBS-Modified Bituminous Membrane Roofing

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Cold-applied SBS-modified bituminous membrane roofing.
- B. Related Sections include the following:
 - 1. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
- C. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

1.5 SUBMITTALS

- A. All submittals to be in PDF format.
- B. Product Data: For each type of product indicated.
- C. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
 - 1. Base flashings, cants, and membrane terminations.

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- D. Samples for Verification: For the following products:
 - 1. 12-by-12-inch (300-by-300-mm) square of base-ply sheet.
 - 2. 12-by-12-inch (300-by-300-mm) square of mineral-granule-surfaced roofing membrane cap sheet, of color specified.
- E. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of meeting performance requirements.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- H. Maintenance Data: For roofing system to include in maintenance manuals.
- I. Warranties: Special warranties specified in this Section.
- J. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
 - 2. Roofing Contractor must be the Prime Contractor.
 - 3. Contractor shall have in place a formal safety program for review.
 - 4. Contractor must be licensed in the State of Illinois to perform commercial roofing for a minimum of five (5) years. Submit a copy of the license with the bid package on bid due date.
 - 5. Contractor must be experienced in cold process, multi-ply modified roofing systems.
 - 6. Contractor must provide a list of three (3) projects, within the last five (5) years, employing the same cold process granulated modified roof system. Complete Bidders
 - 7. Work References included in Section 00400, Form of Proposal.
 - 8. Contractor shall obtain written certification or letter from the manufacturer certifying that the installer is approved by the manufacturer for installation of the specified roofing system.
 - 9. Contractor must utilize material manufacturer's technical inspectors. Roof contractor will acquire a minimum of two (2) days a week for an inspector for quality and roof progress inspections.
 - 10. Contractor shall disclose if the organization has ever failed to complete any work awarded to it.
 - 11. Contractor shall disclose if there are any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers. If so, please attach details with bid package on bid due date.
 - 12. Contractor shall disclose if the organization has filed any law suits or requested arbitration with regard to construction contracts within the last five years.
 - 13. Lack of requested documentation as specified above shall be considered non-responsive and shall be just cause for rejection.

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- B. Manufacturer Qualifications:
1. A qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
 2. A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
 3. Manufacturer shall provide a list of at least five (5) projects totaling one-hundred thousand (100,000) square feet or more of roofing available for inspection employing the same cold process granulated modified roofing system specified.
 4. Manufacturer shall provide a copy of the warranty showing that it meets the warranty requirements in the specifications. Provide list with the bid package on bid due date.
 5. Manufacturer shall provide a full time field technical service representative available for monitoring the project. The full time field technical service representative will provide a written inspection report to the architect twice a week. A copy will also be sent to the owner's representative.
 6. Lack of requested documentation as specified above shall be considered non-responsive and shall be just cause for rejection.
- C. Technical Inspector Qualifications: "Weather Proofing Technologies" shall be used for the technical inspection. Contact: John Momper, Ph. 630.514.4714.
- D. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- E. Source Limitations: Obtain components for roofing system from or approved by roofing system manufacturer.
- F. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
 2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.
- G. Pre-installation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
1. Meet with Owner, Architect if applicable, roofing Installer, roofing system manufacturer's representative, and any sub-contractors whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 5. Review governing regulations/requirements for insurance and certificates if applicable.
 6. Review temporary protection requirements for roofing system during and after installation.

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1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes roofing membrane, insulation, insulation adhesive, fasteners, flashings, asphalt, felts, mastics, pipe vents, caulking, termination strips, etc. as well as all metal work, wood nailers, cants, etc. The warranty coverage will include all wind damage up to 74 mph.
 - 2. Manufacturer will provide the following as part of the warranty, at years 2, and 5:
 - a. Inspection by a Technical Service Representative and delivery of a written inspection report documenting roof conditions.
 - 3. Warranty Period: 15 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: The roof system specified in this section is based upon Tremco, Inc. products named in other Part 2 articles. Subject to compliance with requirements, provide the named product or an approved comparable product.

2.2 SBS-MODIFIED ASPHALT-SHEET MATERIALS

- A. Roofing Membrane Cap Sheet: Composite polyester and glass-fiber-reinforced, SBS/SEBS modified asphalt sheet; granular surfaced, fire resistant; suitable for application method specified, exceeding ASTM D 6162, Type III, Grade G, and as follows:

1. Thickness: 3.5 mm (138 mils.) ASTM D 5147.
2. Tensile Strength at 0 deg. F: 410 lbf/in. MD. 370 lbf/in. XMD, ASTM D 5147.
3. Elongation at 0 deg F: 10.0% MD 9% XMD, ASTM D 5147.
4. Tensile Strength at 73 deg. F: 345 lbf/in. MD. 340 lbf/in. XMD, ASTM D 5147.
5. Elongation at 73 deg F: 12.0% MD 8.0% XMD, ASTM D 5147.
6. Tear Strength at 73 deg. F: 600 lbf MD, 580 lbf XMD, ASTM D 5147.
7. Low-Temperature Flexibility: Pass at minus 35 deg F , ASTM D 5147.

2.3 BASE-PLY SHEET MATERIALS

- A. Ply Sheet: ASTM D 4601-98, Type II, Asphalt coated trilaminate reinforced high strength ply sheet.

1. Thickness: .055", ASTM D 146-97.
2. Weight: 38.0 lb/100 sq. ft., ASTM D 5147-07b.
3. Tensile Strength @ 77 deg. F: 145 lbf / in MD, 135 lbf / in XMD, ASTM D 5147-07b.
4. Elongation @ 77 deg. F: 6.5% MD, 6.5%XMD, ASTM D 146-97.
5. Pliability, ½ in. radius: No failures, ASTM D 146-97.
6. Tear Strength 225 lbf MD, 190 lbf XMD, ASTM D 5147-07b.
7. Mass of desaturated polyester/glass/polyester mat: 3.0 lb/100 sqft., ASTM D 228-90a.
8. Asphalt: 10.0 lb / 100 sq. ft. min., ASTM D 228-90a.

2.4 BASE FLASHING SHEET MATERIALS

- A. Roofing Flashing Membrane Sheet: Composite polyester- and glass-fiber-reinforced, SBS- modified asphalt sheet; granular surfaced, fire resistant, white reflective coated; suitable for application method specified, exceeding ASTM D 6162-00, Type III, Grade G, and as follows:

1. Thickness: 0.120 in ASTM D 5147-02.
2. Tensile Strength: 120 lbf/in. at 0 deg F in MD. 115 lbf/in. at 0 deg F in XMD, ASTM D 5147-02.
3. Elongation 0 deg F: 2.6% MD 2.5% XMD, ASTM D 5147-02.
4. Tensile Strength: 81 lbf/in. at 77 deg F in MD. 76 lbf/in. at 77 deg F in XMD, ASTM D 5147-02.
5. Elongation at 77 deg F: 7.7% MD 7.9% XMD, ASTM D 5147-02.
6. Tear Strength @ 77 deg. F: 104 lbf MD, 108 lbf XMD, ASTM D 5147-02.
7. Low-Temperature Flexibility: Pass at minus 15 deg F , ASTM D 5147-02.

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8. Reflectance: 71.23%, ASTM C 1549-02.
9. Thermal Emittance: 0.87, ASTM C 1371-98.
10. Solar Reflectance Index: 87 (initial) ASTM E 1980

B. Backer Sheet: ASTM D 4601-98, Asphalt coated trillaminate reinforced high strength ply sheet.

1. Thickness: .055", ASTM D 146-97.
2. Weight: 38.0 lb/100 sq. ft., ASTM D 5147-07b.
3. Tensile Strength @ 77 deg. F: 145 lbf / in MD, 135 lbf / in XMD, ASTM D 5147-07b.
4. Elongation @ 77 deg. F: 6.5% MD, 6.5%XMD, ASTM D 146-97.
5. Pliability, ½ in. radius: No failures, ASTM D 146-97.
6. Tear Strength 225 lbf MD, 190 lbf XMD, ASTM D 5147-07b.
7. Mass of desaturated polyester/glass/polyester mat: 3.0 lb/100 sqft., ASTM D 228-90a.
8. Asphalt: 10.0 lb / 100 sq. ft. min., ASTM D 228-90a.

C. Glass-Fiber Fabric: Woven glass-fiber cloth, treated with asphalt, complying with ASTM D 1668, Type I.

2.5 AUXILIARY ROOFING MEMBRANE MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.

B. Asphalt Primer: Quick drying water based asphaltic primer.

C. Cold-Applied Adhesive for vapor retarder, modified bitumen membrane cap and base ply inter- ply: Cold applied adhesive for use with modified bitumen roof systems

1. Asbestos content: none, EPA 600/R-93 /116.
2. Viscosity @ 77 deg. F: 80,000 – 200,000 cP ASTM D 2196-86 (1991).
3. Density: @ 77 deg. F: 8.1 lb/gal. ASTM D 1475-90.
4. Nonvolatile content: 67%, ASTM D 4479-93.
5. Asphalt content, min.: 42%, ASTM D 4479-93.
6. Flash Point: >100 deg. F, ASTM D 93-93.
7. Uniformity & Consistency: Pass, ASTM D 4479-93

D. Vapor retarder/temporary roofing: ASTM D 4601-98, Asphalt coated trillaminate reinforced high strength ply sheet.

1. Thickness: .057", ASTM D 146-97.
2. Weight: 31.0 lb/100 sq. ft., ASTM D 228-90a (1996).
3. Breaking Strength @77 deg. F: 220 lbf / in MD, 235 lbf / in XMD, ASTM D 146-97.
4. Elongation @ 77 deg. F: 6.5% MD, 6.5%XMD, ASTM D 146-97.
5. Pliability, ½ in. radius: No failures, ASTM D 146-97.
6. Tear Strength 345 lbf MD, 330 lbf XMD, ASTM D 4073-94.
7. Mass of desaturated polyester / glass / polyester mat, min.: 3.5 lb/100 sq. ft., ASTM D 228-90a (1996).
8. Adhesive: Cold-applied adhesive.

E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.

F. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to

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substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.

- G. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."
- H. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.6 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Tapered Polyisocyanurate Board Insulation: ASTM C 1289, Type II, glass-fiber mat facer on both major surfaces.
 - 1. Size: 4' x 4'.
 - 2. Min thickness: 1"
 - 3. Tapered 1/4" per foot

2.7 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- C. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- D. Overlay Board: Cover Board ASTM C1177/ C1177M Glass Mat water resistant gypsum board. Thickness 1/2 inch.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion- resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- F. Insulation Adhesive: Low-rise Foam Insulation Adhesive. Two component (1:1 ratio), solvent free, asbestos free, elastomeric urethane adhesive with the following performance characteristics:
 - 1. Tensile Strength, minimum 200psi, per ASTM D 412
 - 2. Density, 9.5 lbs/gallon, per ASTM D 1875
 - 3. Viscosity, 8000-13000 cP, per ASTM 2556
 - 4. Peel Adhesion, minimum 17 lbf/in, per ASTM D 903
 - 5. Flame Spread Index, 15, per ASTM E 84
 - 6. Smoke Developed Index, 50, per ASTM E 84

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
 - 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Verify that concrete curing compounds that will impair adhesion of roofing components to roof deck have been removed.
 - 4. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections. Installer is responsible for disposal of all removed materials.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Prime surface of concrete decks with asphalt primer at a rate of 1 gal / 200 sq. ft. and allow primer to dry.

3.3 VAPOR RETARDER/TEMPORARY ROOFING

- 1. Install one (1) ply temp roof/VB on all concrete decks prior to installation of polyisocyanurate insulation.

3.4 INSULATION INSTALLATION

- A. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- B. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
- C. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- D. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.

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- E. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- F. Install tapered insulation to conform to slopes indicated on Shop Drawing(s).
- G. Adhered Insulation to Concrete Decks: Install each layer of insulation and adhere to substrate as follows:
 - 1. Set each layer of insulation in ribbon coverage of ¼" – ½" beads, 12" o.c. in low rise foam insulation adhesive.
 - 2. Immediately "walk-in" boards.
- H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches (150 mm) in each direction. Loosely butt cover boards together and fasten to roof deck.
 - 1. Set each layer of insulation in ribbon coverage of ¼" – ½" beads, 12" o.c. in low rise foam insulation adhesive.
 - 2. Immediately "walk-in" boards.

3.5 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."
- B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.
- D. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.6 BASE-PLY SHEET INSTALLATION

- A. Install two trilaminate reinforced base-ply sheets according to roofing system manufacturer's written instructions starting at low point of roofing system. Align trilaminate reinforced base-ply sheets without stretching. Shingle side laps of trilaminate reinforced base-ply sheets uniformly to ensure required number of trilaminate reinforced base-ply sheets covers substrate at any point. Shingle in direction to shed water. Extend trilaminate reinforced base-ply sheets over and terminate beyond cants.

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1. Embed each trilaminate reinforced base-ply sheet in a continuous application of cold adhesive, to form a uniform membrane without trilaminate reinforced base-ply sheets touching.
2. Run sheet parallel to slope of roof.
3. Application rate: 2 ¼ gallons / 100 sq. ft. / ply.
4. Broom plies immediately after application.

3.7 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing membrane sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond eaves, installing as follows: Adhere to substrate in cold applied adhesive.
 2. Application rate: 2 gallons / 100 sq. ft.
 3. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
 4. Cut sheet in 17' lengths ('halves').
 5. Run sheet parallel to slope of roof.
 6. Utilize a 100 lb roller over membrane immediately after application.
 7. Cut all end lap corners to a round profile.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps.
 1. Repair tears and voids in laps and lapped seams not completely sealed.
 2. Heat weld all laps to provide a continuous seal, leaving no voids.
- C. Install roofing membrane sheets so side and end laps shed water.

3.8 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over eave strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
 1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 2. Backer Sheet Application: Install backer sheet and adhere to substrate in a solid application of cold adhesive. Application rate: 2 gal / 100 sq. ft.
 3. Prime substrates with asphalt primer as required by roofing system manufacturer.
 4. Flashing Sheet Application: Adhere flashing sheet to substrate in cold adhesive applied at rate of 2 gallons / 100 sq. ft.
 5. Repair tears and voids in laps and lapped seams not completely sealed.
 6. Heat weld all laps to provide a continuous seal, leaving no voids.
- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 6 inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
 1. Seal top termination of base flashing with a termination bar and sealant.
- D. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.

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- E. Roof Drains: Set 30-by-30-inch (760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with roofing membrane cap-sheet stripping and extend a minimum of 6 inches (150 mm) beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
 - 1. Install stripping according to roofing system manufacturer's written instructions.

3.9 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Owner.
 - 1. Notify Owner 48 hours in advance of date and time of inspection.
- B. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

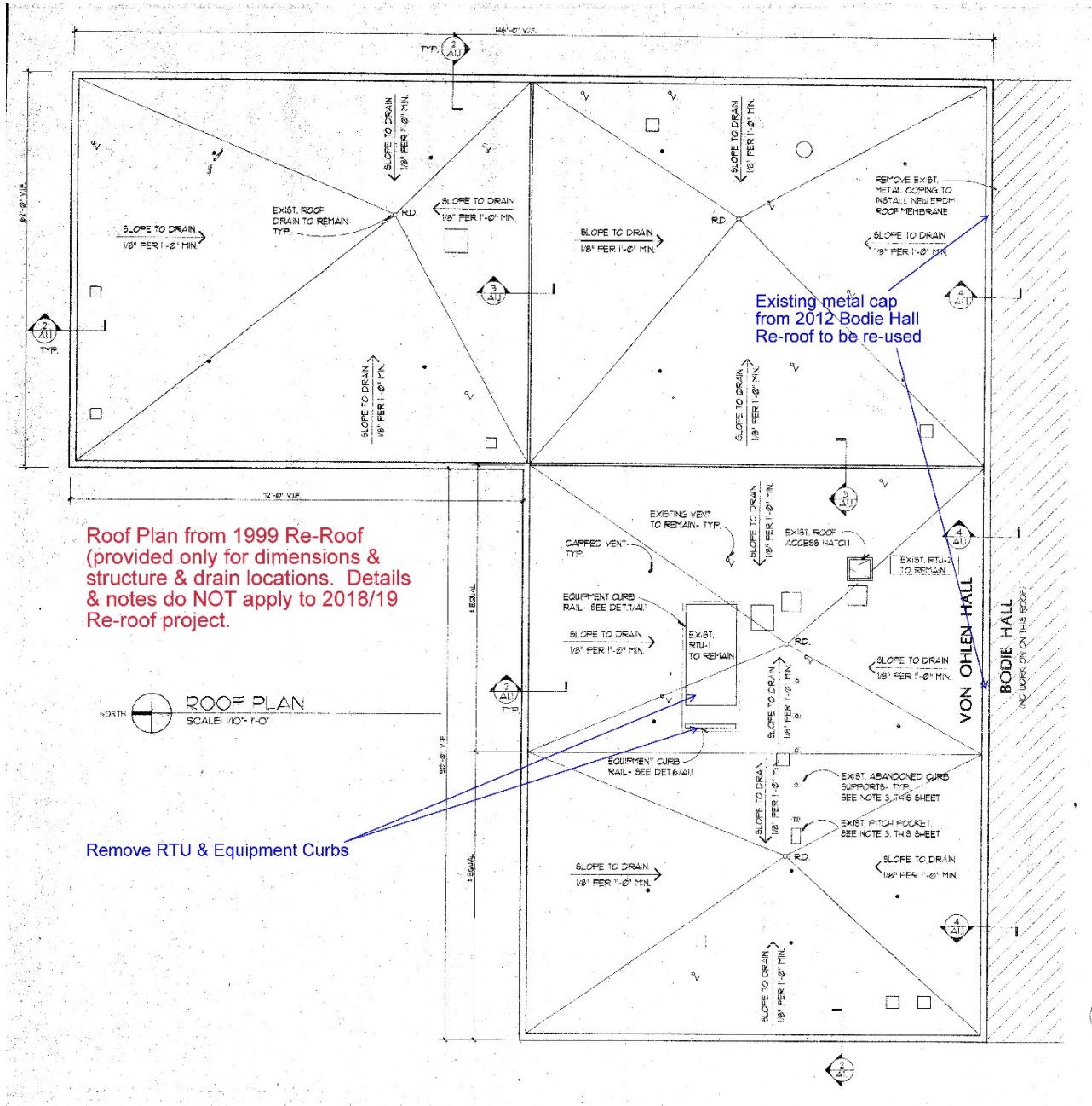
3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

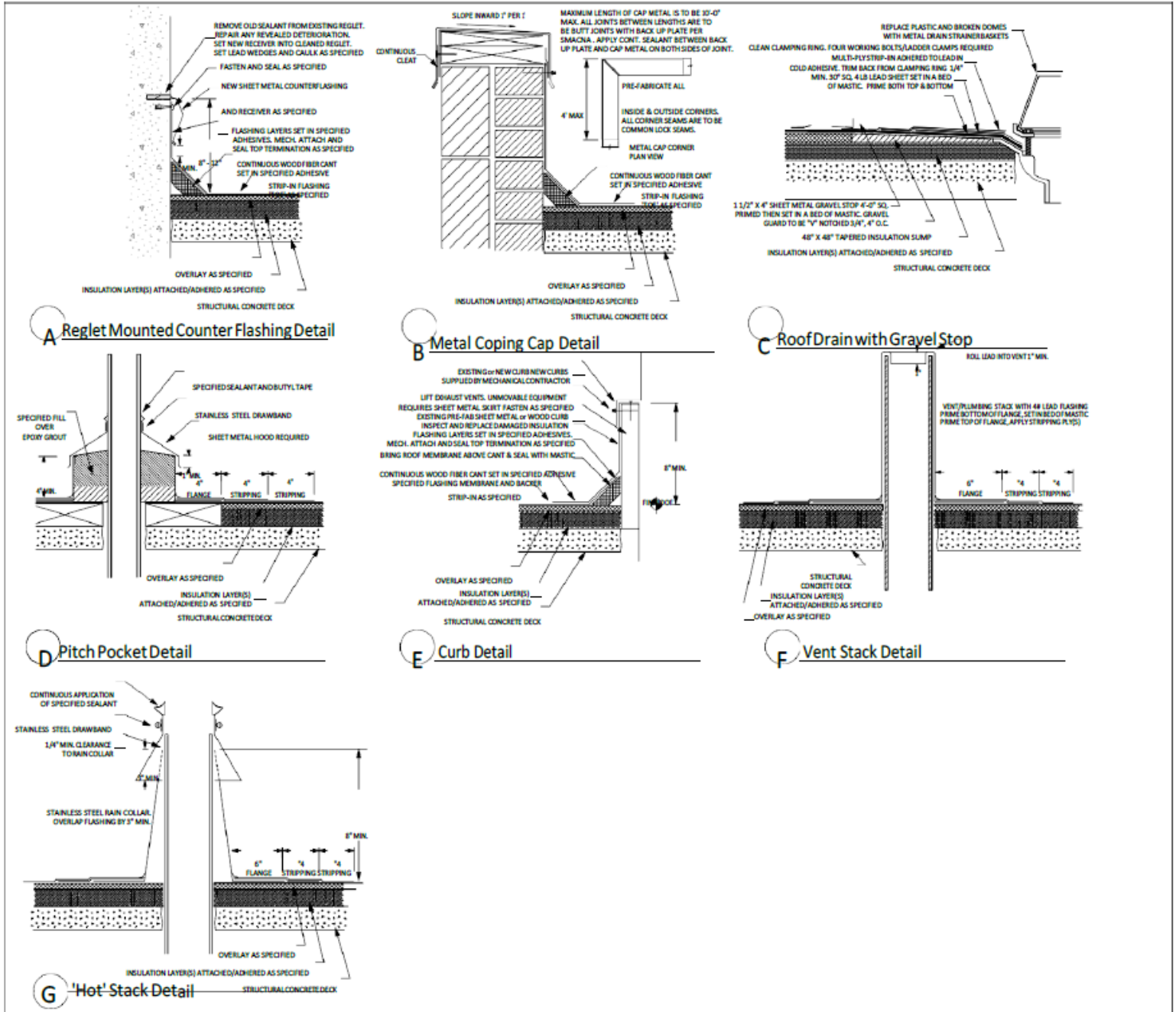
END OF SECTION 07552

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Roof Plan



Flashing Details



BID FORM

All Bidders are required to complete and sign this form. Please print clearly. Attach a detailed proposal with a breakdown of costs for all equipment, delivery, installation and training.

Total Base Bid

Having examined the bid documents, as prepared by Waubensee Community College, and having inspected the site and the conditions affecting and governing the construction of said Project, the Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment for the sum of:

Base Bid \$ _____ **Total**

Cost for Performance and Labor Bond \$ _____ **Total**

TOTAL BID \$ _____ **Total**

In Figures

In Words

Acknowledgement of Addenda

I acknowledge having received addenda # _____.

INVITATION FOR BID (IFB)
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Bid Authorization

I HEREBY AUTHORIZE THIS BID, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS BID. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED BID IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION. BY SIGNING THIS DOCUMENT.

Name of Company

Address

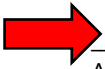
City

State

Zip Code

Telephone Number

Fax Number



Authorized Signature

Date

Print Name

Title

Email Address

CERTIFICATIONS

All Bidders are required to complete and sign this form.

Completed form must be returned with Bid no later than the advertised Bid deadline. Failure to return this completed form may result in disqualification.

Bidders are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all of the statements, certifications and information set forth within these certifications are true, complete and correct as of the date signed. The undersigned is notified that if the college learns that any of the following certifications were falsely made, any contract entered into with the undersigned shall be subject to termination.

1. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12.
2. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.
3. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.
4. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
5. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.
6. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
7. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
8. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating.
9. When required by law, 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's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

Authorized Signatory: _____ **Date:** _____

CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

All Bidders are required to complete and sign this form. Completed form must be returned with Bid no later than the advertised Bid deadline Failure to return this completed form may result in disqualification of Bid.

Conflict of Interest Disclosure

Waubonsee Community College is requiring that any and all relationships with the college, its administrators, trustees, committee member, or any other employee of the college be disclosed in writing as a part of any bid submitted. Contact in regards to this Bid with any employee of Waubonsee Community College during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the IFB/RFP process.

Define the relationship with any Waubonsee Community College administrator, trustee, committee members, or their immediate family member, with which your company or any of its owners, officers, trustees, employees does business with, or for which there is an opportunity to influence a related college decision.

Bidder certifies that there is no known conflict of interest with any WCC administrator, trustee, committee member or employee of the college.

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned further affirms that this Bid was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By: _____
(Authorized Signatory)

_____ Title

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

Vendor shall provide the following information on the MBE status of its business so that the College can comply with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Identify Business Status (___ MBE ___ WBE ___ DBE ___ VOB)

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

Small Business

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

Certifying Organization

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

REFERENCES OF SIMILAR WORK PERFORMED

Name

Company Name

Address

City State ZIP Code

Name

Company Name

Address

City State ZIP Code

Name

Company Name

Address

City State ZIP Code

Appendix A: WCC's STANDARD TERMS AND CONDITIONS

Legal Entity: Waubonsee Community College District 516, commonly known as Waubonsee Community College is described herein as "Buyer" or "WCC".

Seller: The "Seller" means any person, business or entity designated on this purchase order or contracted to provide "Deliverables." Deliverables means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, apparatus, equipment, supplies, repairs, or other goods delivered pursuant to this purchase order, including items incident to the provision of services.

Limitation of Authority: All purchases shall be made in accordance with Illinois law. No officer or employee of WCC not expressly authorized under Illinois law, shall make any purchase on its behalf, or enter into any contract of purchase, verbal or written, for any Deliverable of any kind or description, or accept any of them on approval or otherwise. Seller is directed to applicable Illinois law to verify the authority of any person purportedly signing on behalf of the Legal Entity. The Buyer will not be responsible for articles delivered and/or services performed for its account without a specific written purchase order that has been authorized by the Purchasing Manager.

Governing Law and Limitation of Liability: This Agreement shall be governed and construed in accordance with the law of Illinois without reference to its conflict of laws and/or provisions. It is the intent of the parties that arbitration and mediation shall not be a remedy or prerequisite required by this contract, and any reference to "arbitration" or "mediation" contained in any contract or agreement resulting from the execution of this Purchase Order is void and of no legal effect. The parties waive any right to demand a trial by Jury and agree that the venue for litigation arising from this Purchase Order or any Contract or Agreement entered into subsequent to the execution of this Purchase Order shall be in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois regardless of the place of business or residence of Seller. The parties agree that this venue is convenient for all of them and each consent to the personal jurisdiction of such court. In the event of any litigation the prevailing party shall have the right to recover its reasonable attorney's fees and costs. WCC shall not be liable to the Seller, or to any subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement.

Indemnification: The Seller agrees to hold harmless and indemnify WCC, its officers, agents, trustees and employees, and defend each of them, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against WCC, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Seller, its officers, agents or employees, resulting from or connected with Seller's performance hereunder or failure to comply with any applicable law or regulation.

Bidding: Seller certifies that it is not barred from bidding on agreement/contract as a result of a conviction for either bid rigging or bid rotating under Illinois law. WCC reserves the right to reject any and all bids, and waive any bid irregularities.

Purchases: A purchase order is required for all orders. Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided for in this purchase order. Invoices shall show the purchase order number for each separate purchase order number issued. Failure to do so may result in a delay of payment. Packing slip shall be affixed to outside of package(s), listing contents of each package and notating an authorized purchase order number. Shipments without a purchase order will be rejected at the receiving dock.

Warranty:

- 1) Seller warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. This warranty is in addition to any warranties available under law, from the manufacturer, or any standard warranty of Seller.
- 2) At the time of delivery, no software shall contain any virus, timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed.
- 3) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind.
- 4) Seller warrants that it has full title to the Deliverables and has the right to grant to WCC the rights and licenses contemplated herein without the consent of any third party.

Assignment: This purchase order may not be assigned, and no duty or right hereunder may be delegated, or monies payable hereunder, by Seller and Seller may not use any sub-contractor to perform hereunder, without the prior written consent of

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Buyer, which consent may be given or withheld at Buyer's sole discretion. Any assignment made without such consent shall be null and void.

Prices: Buyer accepts Seller's quote or bid prices as recorded on Seller's proposal and on this purchase order which shall not be changed prior to delivery or completion of services without Buyer's prior written agreement. Unless otherwise provided in this purchase order, the price includes all charges for freight and insurance. No separate charges, except those clearly recorded on Seller's proposal and on this purchase order can, or will be allowed. Seller represents that the price charged for the goods and services covered by this purchase order is commercially reasonable and is the lowest price charged by Seller to buyers of a class of purchasers similar to Buyer under conditions similar to those specified in this purchase order. All prices quoted are in U.S. dollars.

Cancellation:

- 1) In addition to all other rights and remedies provided for hereunder or under law (including without limitation, damages) Buyer may cancel all or any part of this purchase order:
 - a) if Seller breaches any of the terms, warranties or provisions hereof
 - b) upon the occurrence of any event entitling Buyer to reject the goods
 - c) if any insolvency proceeding is instituted by or against Seller
 - d) if Seller provides material false information to Buyer
- 2) Buyer, at Buyer's sole discretion, may cancel this purchase order at any time as to the goods not then delivered.
- 3) Buyer shall not be deemed to have canceled this purchase order unless it notifies Seller of its intent to do so in writing. Upon receipt of such notice Seller will immediately stop work and notify any other parties performing any part of the work to stop work and will protect property in Seller's possession in which Buyer has or may acquire an interest.
- 4) Unless Buyer exercises its right to cancel because of the events described in paragraph (1) above or because of other event or condition caused by or under the control of Seller, Seller may claim:
 - a) Reimbursement for actual out-of-pocket cost incurred by Seller as a result of such cancellation (exclusive of costs for materials that Seller can use on other orders) and
 - b) A reasonable profit on the work performed by Seller prior to cancellation. Such claim must be made within twenty (20) days of the notice of cancellation and the total amount of such claim shall not exceed the purchase price for the completed goods. In the event of cancellation Seller shall deliver to WCC all material and information as may have been involved in the provision of services or Deliverables to the date of termination.

Taxes: Waubensee Community College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Federal Excise Tax Exception Certificate will be furnished upon request.

Articles or Services: Deliverables and/or services to be delivered or performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on Seller's proposal and as itemized on this purchase order. Stated delivery time must be adhered to. Buyer reserves the right to cancel this order if Seller does not make deliveries as specified on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Buyer.

Inspection, Acceptance and Payment by Buyer: All Deliverables shall be received subject to Buyer's right to inspection and rejection. Those rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess goods except for customary quantity variations recognized by trade practice, will be paid by Seller. Payment for Deliverables on an order prior to inspection shall not constitute acceptance.

Responsibility for Deliverables and Risk of Loss: All shipments are to be made "F.O.B. Destination" unless otherwise specified on Seller's proposal and on this purchase order and accepted by Buyer. Seller assumes and accepts that all risk of loss of goods covered hereby shall be borne by Seller until goods have been received and accepted by Buyer or received, installed, and accepted by Buyer, whichever is applicable. When articles are sold "F.O.B. Point of Origin" and the purchase order confirms this, Seller is to prepay shipping charge and record prepaid charges on invoice and attach the original receipt, freight bill or express receipt to the invoice.

OSHA: All equipment and material shall be in accordance with applicable OSHA Rules and Regulations in effect at the time of order.

MSDS: Seller shall forward any required material safety data sheet (MSDS) to Buyer on all products subject to this order.

Prevailing Wage: When a contract/order requires construction of Public Works as defined in the Illinois Prevailing Wage Act, including new structures, renovation, remodeling and expansion of existing structures, maintenance and repair of equipment on a construction site, transportation of equipment or materials to or from a construction site:

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- 1) Seller and its subcontractors must pay prevailing wage to any laborers or workers working on the project. It is Seller's responsibility to determine the appropriate current prevailing wage rate.
- 2) Seller shall maintain a certified payroll which will be required prior to payment, and shall be required to submit a Wage Certification Form and maintain records in accordance with the Prevailing Wage Act [820 ILCS 130/1-12]
- 3) Prior to payment of the purchase price, Seller shall furnish lien waivers, releases, affidavits, and other documents as Buyer requires, keeping Buyer's premises lien free.

Bonds: For Public Works projects over \$50,000, the Seller shall furnish a Performance Bond and a Labor and Material Bond in an amount equal to the contract before commencing work. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or a similar rating agency.

Confidential Data: Seller shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all confidential data, whether in hard copy or electronically maintained or transmitted, received from, or on behalf of WCC or its students. These measures will be extended by contract to all subcontractors used by the Seller. Unless authorized by WCC, Seller may not copy, store, or transmit unencrypted confidential and sensitive data on non-WCC-owned/leased computing devices, or other portable storage or computing devices. Seller shall destroy such data when they are no longer needed for the purpose for which they were released.

Non-Disclosure: Seller shall not announce this agreement and relationship in any press releases or other publications, or use WCC's name or logo's in any marketing materials without prior written consent of WCC.

- 1) All information that is obtained and work performed under this agreement and the Seller's Waubonsee Community College contract/order is considered sensitive, may or may not require use of sensitive and personal data and information and falls under one or more categories of information that is subject to protection from disclosure and misuse, including but not limited to: personal information and highly restricted personal information in connection with law enforcement sensitive data and information, the Privacy Act of 1974, 5 U.S.C. § 552a et. seq., the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g et seq. (FERPA), and personal information as defined under and governed by the Personal Information Protection Act, 815 ILCS 530 et seq.
- 2) Seller agrees to comply with all federal and state statutes, rules and regulations as identified in the Waubonsee Acceptable Usage Agreement (located at www.waubonsee.edu/it), understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be grounds for immediate termination of the contract/order and this agreement, and may subject the offender to criminal and civil sanctions.
- 3) All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of the Waubonsee Community College and must not be used by Seller for any purpose other than the purpose outlined by the contract/order and this agreement.
- 4) Neither Seller, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from Waubonsee Community College or derived therefrom at any point in time to a third party, even after termination or expiration of a contract/order, except as may otherwise be required by law.
- 5) Seller shall notify each of its officers, directors, agents, and employees having access to the Waubonsee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.

Insurance: During the term of this agreement, upon Buyer's request, Seller shall maintain, and require its subcontractors to maintain, insurance policies with limits acceptable to Buyer, to protect against claims that may arise from this purchase order. In addition, Seller and its subcontractors shall maintain Workman's Compensation insurance and Comprehensive Automobile Liability insurance coverage in amounts as required by Illinois law. Seller may be required to provide additional insurance as noted in the BID/RFP documents including but not limited to professional liability, E & O (Errors and Omissions), environmental liability and umbrella coverage. WCC, its officers, agents, employees and assigns as will be named as Additional Insured thereunder on a primary and noncontributory basis and certificate holder for all work performed on Buyer's property.

Independent Contractor: Seller shall perform its obligations as an independent contractor of WCC and nothing herein shall be deemed to constitute Seller and WCC as partners, joint venturers, or principal and agent. Seller has no authority to represent WCC and shall not represent that it or any of its subcontractors are in any manner agents or employees of WCC.

License: Upon payment in full for software, Seller grants to WCC a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license to install and use the software on all computing devices used by or for the benefit of WCC. This license is

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subject to the limitation on the maximum number of end users or other limitations listed on Seller's proposal, but if none, this license shall be deemed to be enterprise-wide and the software may be used by all WCC end users without any maximum number. Any Deliverable under this purchase order that may be subject to a copyright shall be considered a "work for hire" as defined by the U.S. Copyright Act and shall be owned by WCC and WCC shall be considered the author of such item. If a Deliverable shall not be considered a "work for hire" under the U.S. Copyright laws, Seller hereby irrevocably assigns all right, title, and interest in the Deliverable, including all intellectual property rights effective from the moment of creation of the Deliverable.

Smoke Free Campus: The policy of the WCC Board of Trustees is to have a smoke free college environment. Smoking on college grounds and inside college facilities and college vehicles is prohibited. Smoking is only permitted inside private vehicles.

Affirmative Action/Equal Opportunity: Waubensee Community College is an Affirmative Action/Equal Opportunity Employer and does not discriminate against any employee or service provider because of race, sex, color, age, religion, national origin, marital status, veteran's status, physical or mental disability or any other protected status under federal or state law.

Entire Agreement: This purchase order, together with any written documents incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to this transaction and supersedes all previous communications. Any additional or different terms by the Seller or Seller's acknowledgement are rejected by the Buyer unless expressly agreed to in writing by an authorized representative of the Buyer. This agreement shall be binding upon and inure to the benefit of all heirs, personal representative, successors and assigns of the Seller.

Appendix B: INSURANCE AND INDEMNITY REQUIREMENTS

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply with the same requirements.
 - a. Comprehensive General Liability including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
 - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
 - ii. **Firm shall provide Waubensee Community College with a Certificate of Insurance and endorsement naming Waubensee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.**
 - b. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
 - c. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
 - i. Written in the amount of not less than \$1 million each accident and covering any auto.
 - d. Umbrella Liability Insurance: Written in the amount of no less than \$5 million each accident.
4. **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

END OF DOCUMENT