

**Science Building Flooring Replacement
IFB# 01-21-001****Bids Due: Monday, February 15, 2021 at 2:00 p.m. Central**

Waubonsee Community College has issued an invitation for bid (IFB) for the replacement of flooring in the Science Building located at Rt. 47 at Waubonsee Drive, Sugar Grove, IL. Scope of work includes the removal of vinyl flooring and base, and replacing with a resilient epoxy coating in eleven (11) science labs, lab prep and storage rooms, and one (1) office.

To Be Returned with Bid

- ☐ BID FORM
- ☐ BID BOND
- ☐ CERTIFICATIONS
- ☐ ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT
- ☐ STATE OF ILLINOIS BUSINESS ENTERPRISE INFORMATION FORM
- ☐ REFERENCES

Schedule

- | | |
|---------------------------------------|--------------------------------|
| • Bid Publication Date | January 26, 2021 |
| • Pre-Bid Walkthrough | By appt: February 1 – 10, 2021 |
| • Last Day for Submittal of Questions | February 10, 2021 |
| • Final Day for Addenda | February 12, 2021 |
| • Bids Due | February 15, 2021 |
| • Recommendation of Award | March 17, 2021 |

Prebid Walkthrough Information

Prebid walkthroughs are required by Bidders to view the spaces and are available by appointment. Bidders should contact Pete Adams, Project Manager at padams@waubonsee.edu or 630-466-2912. Appointments will take place between February 1 – 10, 2021 and require 24-hour notice. Face masks are required on campus and social distancing protocols will be maintained.

Bid Submission: Only electronic bids will be accepted

Electronic bids shall be submitted directly on the BHFX Planroom website, www.bhfxplanroom.com.

All correspondence or questions concerning this project and the bid process should be addressed to purchasing@waubonsee.edu. Bidders may not contact any college employee to discuss this IFB.

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BID FORM

Owner: Waubonsee Community College

Project Name: 01-21-001 Science Building Flooring Replacement

Project Location: Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554

Date: _____

Submitted by:

(Bidder's Company, Contact name and address, Phone number and Email address of person to contact regarding this Bid)

Offer

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the Waubonsee Community College Science Building Flooring Replacement 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:

Base Bid

We have included, attached herewith, the Bid Bond as required by the Instructions to Bidders. All federal taxes, State of Illinois taxes, and local municipal taxes as applicable are included in the Bid Sum.

The Bidder agrees to perform the work for the lump sum amount of:

TOTAL BASE BID \$_____ (in figures)

_____ (in words)

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Acceptance

This offer shall be open to acceptance and is irrevocable for ninety (90) 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.
- C. Furnish the required Certificate of Insurance within ten (10) days of receipt of Notice of Award.
- 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.

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 _____ Addendum # _____ Dated _____

Addendum # _____ Dated _____ Addendum # _____ Dated _____

Subcontractors

Identify below which work will be completed by the General Contractor's own forces and which work will be completed by first tier Subcontractors. Include Subcontractors name.

Scope of Work	Name	Est. Contract Amount
_____	_____	_____
_____	_____	_____

Bid Form Signature

The Corporate Seal of:

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

Was hereunto affixed in the presence of:

(Authorized signing officer)

(Title)

(Seal)

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 BID FORM

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 (MBE), Females (WBE), Persons with Disabilities Act (DBE), or Veteran Owned Business (VOB), 30 ILCS 575/1, et seq.

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

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

Small Business Certification

- ☐ 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

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 is seeking bids to replace flooring and base in eleven (11) lab, lab prep, and lab storage rooms and one (1) office in our Science Building located at Rt. 47 at Waubonsee Drive, Sugar Grove, IL. The rooms were originally installed with a Mannington sheet vinyl product. The desired replacement flooring is a resilient Epoxy coating.

Prebid Walkthrough Information

Prebid walkthroughs are required by Bidders to view the spaces and are available by appointment. Bidders should contact Pete Adams, Project Manager at padams@waubonsee.edu or 630-466-2912. Appointments will take place between February 1 – 10, 2021 and require 24-hour notice. Face masks are required on campus and social distancing protocols will be maintained.

Instructions

1. **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

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to by addendum. Do not expect an immediate answer. Include your email address for any necessary communication.

2. **SITE EXAMINATION:** See Prebid Walkthrough Information above.
3. **BID SUBMISSION: *Only electronic bids will be accepted***
 - a. Bids are due before 2:00 p.m. Monday, February 15, 2021. Bids will not be accepted after this time.
 - b. Electronic bids shall be submitted directly on the BHFX Planroom website, www.bhfxplanroom.com.
 - c. Bidders must be logged in to submit their bids. Once logged in, click the "Submit Bid" Tab to drag and drop all bid documents. All documents must be loaded into the Drag and Drop box before clicking on "Submit", including bid bonds. For questions regarding bid submission, please contact BHFX at 847-593-3161 ext. 206.
 - d. Bidders shall submit electronically, one (1) copy of the Bid Form including all pages of this bid document, or at minimum, the following pages:
 - i. Signature Page
 - ii. Unit Costs
 - iii. Certifications
 - iv. Conflict of Interest Disclosure and Non-Collusion Form
 - v. State of Illinois Business Enterprise Form
 - vi. References
 - e. Signature of company official on original document shall be construed as acknowledgement of receipt of all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on signature page.
4. **BID OPENING: Bids will be publicly opened electronically, via Zoom, at 2:15 p.m. on Monday, February 15, 2021.**
 - a. **To Join Zoom Meeting:**
<https://waubonsee.zoom.us/j/96534384404?pwd=UDZnN2Y2bnFrSm1mWGhMVmNCWUpaQT09>
Meeting ID: 965 3438 4404
Passcode: D6&B+N+a

Dial by your location
+1 312 626 6799 US (Chicago)
Meeting ID: 965 3438 4404
Passcode: 25676245

Join by Skype for Business
<https://waubonsee.zoom.us/skype/96534384404>
5. **TAX EXEMPTION:** Waubonsee Community College is exempt from Federal, State, and Municipal

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taxes.

6. **BID DOCUMENTS:** Bid documents are available for download for no cost from the BHFX Planroom, www.bhfxplanroom.com.
7. **BIDDING PROCEDURES:**
 - a. No bid shall be modified, withdrawn, or cancelled for ninety (90) days after the bid opening date without the consent of the College Board of Trustees.
 - b. 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. Bids may be withdrawn by written request from Respondent or his agent prior to the due date and time.
 - c. 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 seven (7) days prior to bid due date, notify the college who will, if necessary, provide a written addendum to all Bidders. The college will not be responsible for any oral instructions. After bids are received, no allowance will be made for oversight by bidder.
 - d. **A Bid Bond is required.** The Contractor must submit a bond in the amount of five (5%) percent of their total bid in the form of a Surety Bond with their bid. Upon award of contract to the Bidder / Contractor, the Contractor shall replace the Bid Bond with a Performance Bond.
 - e. The college reserves the right to reject or accept any or all responses, to extend the open period, to waive technicalities in the documents or rebid prior to award of the Contract.
8. **BID AWARD:**
 - a. The successful contractor, and/or any contractor shall not proceed on this bid until it receives Notice to Proceed from the college. Failure to comply is at the Contractor's risk.
 - b. The college will issue a purchase order upon award by the college's Board of Trustees. Invoices will be paid monthly for work completed. The college's payment terms are net 30 days.
 - c. Award of bid is not a commitment to purchase.
9. **TERMS AND CONDITIONS:** The college's Terms and Conditions (Appendix A) shall be incorporated into this Agreement and supersede any conflicting provisions.
10. **INSURANCE:** Contractors selected through this process must provide the college with a certificate of insurance meeting the college's requirements (Appendix B). If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of

coverage with Waubonsee showing that coverage has been extended.

11. **PERFORMANCE AND PAYMENT BOND:** A Performance and Payment Bond is required for this project.
12. **PREVAILING WAGE:** All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820) ILCS130/1-12).
13. **SUBCONTRACTING:** All work for this contract is expected to be performed by the Contractor's own staff. Subcontracting any portion of this project will not be allowed without written authorization from the college.
14. **BUSINESS ENTERPRISE PROGRAM:** Waubonsee Community College encourage 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.
15. **FOIA:** 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

SCOPE OF WORK

Project Overview

Waubonsee Community College is seeking bids to replace the flooring in eleven (11) lab, lab prep, and lab storage rooms and one (1) office in our Science Building. The rooms were originally installed with a Mannington sheet vinyl product that we've encountered issues with for years, specifically with seam failures and bubbling. The desired replacement flooring is a resilient Epoxy coating.

Room Numbers: 102, 106, 107, 108, 109, 111, 113, 115, 117, 119, 121, 123

Schedule

With the ongoing Covid-19 pandemic, in-person instruction is anticipated to be minimal for the

beginning of the spring 2021 semester, however the college anticipates returning to more in-person focused instruction as soon as it is possible to do so safely.

- a. Contractor will be required to create a project schedule with the college's Project Manager.
- b. Scheduling of this work is expected to be in no less than three phases, possibly more.
- c. Strong coordination with the college and executing commitments will be critical to the success of this project.

General Notes

- a. Scope of Work includes demolition/removal of all existing sheet vinyl flooring, base, and adhesives in designated areas as needed to ensure proper bond/adhesion of replacement epoxy flooring and base.
- b. Existing 4" rubber cove base, installed on all exposed walls and built-in cabinetry/casework, is to be replaced with integral cove base. Color to match epoxy floor color and to be selected by Owner.
- c. Extreme care should be taken when removing/demolishing existing base to minimize damage to casework/cabinets and exposed walls.
- d. All built-in cabinetry/casework is to remain in place.
- e. All equipment disconnects and equipment and furniture moving is the responsibility of the college.
- f. Masks or face coverings are required to be worn at all times while inside college buildings until Illinois public health officials have provided guidance dictating otherwise.

Work Restrictions

- a. On-Site Work Hours: Limit work to between 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise approved by the college Project Manager.
- b. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- c. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- d. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- a. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to the college with the Project Manager.
 - i. Notify Owner not less than two days in advance of proposed disruptive operations.
 - ii. Obtain Owner's written permission before proceeding with disruptive operations.

Change Requests

- a. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the

Contract,

- b. Contractor may initiate a claim by submitting a request for a change to the college's Project Manager.
 - i. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - ii. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - iii. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - iv. Include costs of labor and supervision directly attributable to the change.
 - v. Include an updated construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

Informational Submittals

- a. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - i. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - ii. Number and title of related Specification Section(s) covered by subcontract.
 - iii. Drawing number and detail references, as appropriate, covered by subcontract.
- b. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

SECTION 09 67 23 - RESINOUS FLOORING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes High-performance resinous flooring systems.
- B. Section includes resilient transitions.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Samples for Initial Selection by Owner: For each type of exposed finish required.
- C. Samples for Verification by Owner: For each resinous flooring system required, 6 inches square, applied to a rigid backing by Installer for this Project.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each resinous flooring component, from manufacturer.
- B. Material Test Reports: For each resinous flooring system, by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For resinous flooring to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

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1. Apply full-thickness mockups on 48-inch square floor area selected by Architect.
 - a. Include 48-inch length of integral cove base with inside and outside corner.
2. Simulate finished lighting conditions for Architect's review of mockups.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for 24 hours after application unless manufacturer recommends a longer period.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, from single source from single manufacturer. Obtain secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from manufacturer recommended in writing by manufacturer of primary materials.

2.2 RESINOUS FLOORING (EPXY-x)

- A. Resinous Flooring System: Abrasion-, impact-, and chemical-resistant, aggregate-filled, and resin-based monolithic floor surfacing designed to produce a seamless floor and integral cove base.
 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Dur-A-Flex, Inc.; DuraChip, Armor Top urethane top coat, double broadcast.
 - b. Florock; FloroChip, MC100 final topcoat, double broadcast.

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- c. Sherwin Williams; General Polymers; Decorative Mosaic epoxy coating system, GP 3745 epoxy grout coat, GP 4638 urethane top coat, double broadcast.
 - d. Stonhard, Inc.; Stonetec UTF.
- B. System Characteristics:
 - 1. Color and Pattern: As selected by Architect from manufacturer's full range.
- C. Primer: Type recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated.
- D. Waterproofing Membrane: Type recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated.
- E. Reinforcing Membrane: Flexible resin formulation that is recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated and that inhibits substrate cracks from reflecting through resinous flooring.
- F. Patching and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry substrate for resinous flooring application.
- B. Prepare and clean millwork-based cabinets. Review condition of existing millwork base cabinets. Integral cove base will be applied to all existing base cabinets. Inform Contractor and Owner immediately if any millwork needs extensive repairs to allow cove base to adhere properly.
- C. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 - 1. Roughen concrete substrates as follows:
 - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
 - b. Comply with ASTM C 811 requirements unless manufacturer's written instructions are more stringent.
 - 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
 - 3. Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.

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- a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with application of resinous flooring only after substrates have maximum moisture-vapor-emission rate of 3 lb. of water/1000 sq. ft. of slab area in 24 hours.
- 4. Alkalinity and Adhesion Testing: Verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- D. Patching and Filling: Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
 - 1. Control Joint Treatment: Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written instructions.
- E. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.

3.2 APPLICATION

- A. Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. Expansion and Isolation Joint Treatment: At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.
- B. Primer: Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Waterproofing Membrane: Apply waterproofing membrane, in manufacturer's recommended thickness.
- D. Reinforcing Membrane: Apply reinforcing membrane to substrate cracks.
- E. Integral Cove Base: Apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details, including those for taping, mixing, priming, troweling, sanding, and topcoating of cove base. Round internal and external corners.
 - 1. Integral Cove Base: 4 inches high.
- F. Resilient Transition Strip: Tarkett CTA-XX-N
 - 1. Provide a resilient transition at all locations where the resinous flooring ends, at but not limited to:
 - a. Under all lab entrance doors.
 - b. Where resinous flooring abuts a different flooring material.

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- 2. Color: To be Selected by Architect
- G. Self-Leveling Body Coats: Apply self-leveling slurry body coats in thickness indicated for flooring system.
 - 1. Aggregates: Broadcast aggregates at rate recommended by manufacturer and, after resin is cured, remove excess aggregates to provide surface texture indicated.
- H. Grout Coat: Apply grout coat, of type recommended by resinous flooring manufacturer, to fill voids in surface of final body coat.
- I. Topcoats: Apply topcoats in number indicated for flooring system and at spreading rates recommended in writing by manufacturer and to produce wearing surface indicated.

3.3 PROTECTION

- A. Protect resinous flooring from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.
- B. 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.
- C. 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.

3.4 Waste and Disposal

- A. 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.
- B. 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.
- C. 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.
- D. 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.

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- E. 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.

END OF SECTION 09 67 23

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: Waubesa Community College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Federal Excise Tax Exemption 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 subject to the limitation on the maximum number of end users or other limitations listed on Seller's proposal, but if none, this

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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 \$2 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