



REQUEST FOR BID

RFB NO. B26-0226-05
For
Hoffard Pond and Mirror Pool Dredging
at the
JALC Carterville Campus

Issued:
Tuesday, February 24, 2026

Submission Deadline:
Tuesday, March 10, 2026
10:00 A.M., CST

John A. Logan College
Purchasing Office, E106
700 Logan College Drive
Carterville, IL 62918

618-985-2828 x8260
purchasing@jalc.edu

REQUEST FOR BID

John A. Logan College

RFB NO. B26-0226-05 – Hoffard Pond and Mirror Pool Dredging

for

JALC Carterville Campus

Overview

John A. Logan College is seeking bids from contractors to provide dredging services for the campus Hoffard Pond (approximately 21,000 ft²) and Mirror Pool (approximately 9,000 ft²) per the scope of work included hereof.

Location

John A. Logan College – Carterville campus, 700 Logan College Drive, Carterville, IL 62918.

Scope of Work

Base Bid – Provide All Materials and Labor to complete the following:

1. Pond Draining

- Drain Hoffard Pond to the bottom of the Mirror Pool using the existing valve system.
- Install a temporary dam and pump out any remaining water.

2. Dredging

- Dredge Hoffard Pond to its original depth of **18 feet** at the center, sloping to match existing shorelines. There is approximately 18-24 inches of water between the surface and the sediment below.
- Dredge the Mirror Pool down to the **existing concrete floor**/retaining wall footing elevation.
- Any sediment that has settled under the bridge between Hoffard Pond and the mirror pool, as well as any sediment that has settled under the Aldon Addington sculpture which extends across the mirror pool, should be included and removed.
- Contractor shall coordinate with JALC Facilities staff to verify that dredged areas meet campus requirements.

3. Dredged Material Management

- JALC will **NOT** provide a designated dump site for dredged material. Contractor to remove from JALC campus and properly dispose of all materials removed from the pond.
- Contractor must coordinate with Facilities staff if any artifact or man-made object is encountered.

4. Drainpipe Clearance

- Multiple drainpipes currently buried under pond sediment must be fully exposed.
- Remove all sediment and debris surrounding the pipe openings and clear any material that may obstruct proper drainage.

5. Erosion Control – Rip-Rap Installation

- Install landscaping fabric as the base for all rip-rap.
- Rip-rap and fabric shall extend:
 - **6 feet** horizontally **into** the waterline, and
 - **10 feet** horizontally **away from** the waterline.
- The waterline is defined as the **high watermark**.

6. Site Restoration

- Repair all depressions, ruts, and disturbed areas.
- Remove all debris and garbage.
- Reseed and restore the site to conditions acceptable to JALC Facilities staff.
- Restored areas must be suitable for regular maintenance by JALC personnel.

7. Project Coordination

- A pre-construction walkthrough with JALC Facilities staff is required prior to the start of work.
- Upon substantial completion, the contractor must notify JALC to schedule a walkthrough and develop the final **punch list** for completion and payment.

See **Appendix B** attached for the grounds diagram showing the location and size of Hoffard Pond and mirror pool to be dredged with associated drainpipes, underground electricity, etc.

Alternate #1:

Provide all materials and labor to complete the entire Scope of Work from the base bid above, but **only to a depth of 12 feet at the center of Hoffard Pond** instead of the entire 18-foot depth.

General:

- The Hoffard Pond water fountain shall be removed and reinstalled by JALC facilities staff.

- Contractor to coordinate with JALC facilities staff for traffic control, staging areas, and equipment storage as necessary.
- Contractor will provide a statement of warranty/quality of work guaranty that includes a coverage period of no less than one (1) year, as well as the details and guidelines thereto with the submitted proposal.
- All work will be performed between the hours of 7:30am–4:30pm, Monday-Friday unless alternate scheduling is agreed upon with college personnel.
- After award, all work, questions, and changes to be coordinated through a JALC representative.
- Contractor will coordinate work with Jeremy Mueller, Director of Buildings and Grounds.

Blackout Period

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

Pre-bid Meeting/Examination of Facilities

All interested bidders are encouraged to attend a pre-bid meeting on:

Monday March, 2 at 1:00 P.M., at the JALC Carterville Campus,

Building E Conference Room E252. 700 Logan College Drive, Carterville, IL.

A facility walkthrough will be held after the conclusion of the pre-bid meeting.

Questions and Clarification – Receipt of Questions Period

It is recommended that respondents carefully read the Request for Bid document completely and bring any questions or document clarification requests to the pre-bid meeting with facility walkthrough. Questions may also be submitted for clarification or interpretation at any time through the end of the receipt of questions period. All communication shall be in writing during the receipt of questions period and emailed to Shannon.Newman@jalc.edu. All questions and answers will be distributed to all prospective bidders in an addendum sent via email. Any oral communication concerning this Bid is not binding amongst any party or respondent to this Bid and shall in no way modify the RFB or the obligation of the College.

The Receipt of Questions period will close at:

12:00 P.M. (noon) on Thursday, March 5, 2026.

Submission of Bids & Bid Opening

Pursuant to the provisions of Section 805/3-27.1 of the Illinois Public Community College Act and rules and regulations adopted thereunder, sealed bids subject to the conditions and requirements made hereof will be received by John A. Logan College until **10:00 A.M. on Tuesday, March 10, 2026**. Bids will be opened and read aloud at that time in the E Building Conference Room – Room E252.

Late submittals will NOT be accepted. It is the sole responsibility of the contractor to ensure timely delivery of their bid. John A. Logan College will not be held responsible for failure of service on behalf of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor. Bids received after the stated date and time will not be accepted and will be returned unopened. The sealed bids will be publicly opened immediately after the submission deadline. Any information received after this deadline will be disregarded.

Respondents may submit complete proposals with all required forms listed in **Appendix A** in one of two ways:

- 1) Via delivery courier of your choice or hand delivered in a sealed envelope marked:

“Hoffard Pond and Mirror Pool Dredging – BID# B26-0226-05”

- 2) Via Electronic Submission on the JALC Purchasing website [following these instructions](#):

- Go to: <https://jalc.edu/purchasing>
- Click on the link: “Upload BIDS/Quotes” on the right side of the webpage.
- Complete the webform, upload all required documents in the designated area and submit online.

All submissions will be reviewed at the bid opening as scheduled above.

Mail or hand deliver bid responses to:

Shannon Newman, Director of Purchasing & Auxiliary Services
John A. Logan College, 700 Logan College Drive, Room E106, Carterville, IL. 62918.

*Bids submitted between 9:45 – 10:00 A.M. on Tuesday, March 10, 2026, may be brought directly to Room E252 in the E Building for the bid opening.

Evaluation & Award of Bids

The Board of Trustees reserves the right to award the work as deemed in the best interest of the College or reject all bids.

For the purposes of determining the low bid, pricing will be determined by the bid amount submitted by the Vendor.

Permission to award this work will be approved or denied at the monthly **JALC Board Meeting** held on **Tuesday, March 24, 2026**. Contractors will be officially notified in the days following that meeting. The awarded contractor will be issued a Contract and Notice to Proceed document by the College.

An evaluation of the vendor will be based on vendor's experience and qualifications. Prospective vendors shall demonstrate a minimum of three (3) years prior experience in providing dredging services including a description of their general background, experience, and qualifications. The College also requests a list of references and a statement of warranty/quality of work guaranty.

Alternate Offers

Bidders shall submit only one offer. Alternate offers will not be considered. Bidders offering more than one offer will have their bid determined non-responsive.

Signature on Bids

John A. Logan College District 530 requires the signature on bid documents to be that of an authorized representative of said company.

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

Bid Changes and Changes After Opening

No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.

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 an addendum shall take precedence over that portion of the documents concerned and shall become part of the bid documents. Except in unusual cases, an addendum will be issued to reach the bidders at least five (5) days prior to the date established for receipt of bids.

Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instruction. All inquiries shall be directed to the Associate Director of Purchasing & Auxiliary Services. After bids are received, no allowance will be made for oversight by the bidder.

Acknowledgement of Addenda

The signature of a company official on the 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 all proposals submitted.

Failure to acknowledge receipt of addenda on proposal submitted may result in disqualification of proposal.

Postponement of Openings

A bid opening may be postponed by the College, even after the time scheduled for bid opening, if the College has reason to believe that the bids of an important segment of bidders have been delayed in the mail, or in the communication system for transmission of bids, for causes beyond their control and without their fault or negligence (e.g., flood, fire, accident, weather conditions, strikes, or College equipment blackout or malfunction when bids are due); or emergency or unanticipated events interrupt normal College processes so that the conducting of bid openings as communicated by issuance of an addendum to the prospective bidders who are likely to attend the bid opening. In the case of urgent College requirements precluding the communication of an addendum, the time specified for opening of bids shall be deemed to be extended to the same time of day specified in the bid on the first workday on which normal College processes resume. In such cases, the time of actual bid opening shall be deemed to be the time set for bid opening for the purpose of determining "late bids". The College shall maintain records in the bid file explaining the circumstances of the postponement.

Disclosure

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

Background Check

Prior to entering into an agreement, and at the College's request, the awarded Contractor will provide the College permission to complete a background check.

Vendor Contact Information

The Contractor shall maintain a suitable means of contact, for the College, at all times.

Designation of Subcontractors

Each vendor shall submit with its offer a list of the proposed subcontractors. This list must include the names, addresses, and particular functions of the proposed subcontractors.

If the vendor fails to specify a subcontractor for any portion of the work to be performed under the contract, the vendor shall be deemed to have agreed to perform such portion and shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original offer shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the College.

If subcontractors or contract labor is used, Vendor shall be considered the "employer" corporation and shall be solely responsible for the payment of all federal, state, and local taxes arising of or in connection with performance under this contract.

No subcontract shall be let or offered without prior notification and written approval of John A. Logan College.

Tax Exemption

John A. Logan College is exempt from Federal, State, and Municipal taxes.

Payment

The awarded Contractor shall submit invoices for services rendered to the College. Invoices must reference the RFB number as shown on the Contract & Notice to Proceed document issued to the Contractor at the time of award. Invoices for construction-related projects must identify labor costs as separate line items from costs for materials, parts, and/or supplies. Payment terms, and the terms of this contract are NET 30 days after receipt of invoice.

Contract Period

Work shall commence at a date agreed to by the Contractor and the College. Work shall be completed by a date agreed to by the contractor and the College.

Contract Termination

This agreement may be terminated by either party with, or without, cause with 90 days written notice. At any time, the College may terminate the agreement immediately if quality of work does not meet expected standards, funding is discontinued, reduction in course content or enrollment, or change in scope of College programs and/or policies.

Laws and Ordinances

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

Protection of Work and Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the execution of this contract and shall be responsible for the proper care and protection of College property and all materials provided. All work shall be performed solely at the Contractor's risk. Contractor shall take all necessary precautions for safety of all personnel on the work site and shall comply with all applicable safety laws and codes to prevent accidents or injury to persons on or about the premises where work is being performed.

Bid Bond

Projects exceeding \$50,000 require a bid bond. The bond is an amount equal to ten percent (10%) of the contractor's bid.

Performance Bond

The successful bidder on this proposal must furnish a performance bond and a labor and material payment bond made out to John A. Logan College, prepared on an approved form, as security for the faithful performance of their contract, within ten (10) days of their notification that their bid has been accepted. The performance bond is an amount equal to one hundred percent (100%) of the contract sum. Such bonds shall be in force from the date of signing of

the contract until one year after the issuing of final certificate of payment. The cost of the bonds shall be included in the bidder's proposal.

Prevailing Wage Rate

For all work to be completed on campus, the successful contractor shall be required to observe 820 ILCS 130/0.01 et. Seq., pertaining to wages and known as the "Prevailing Wage Act" as issued by the Illinois Department of Labor. The successful bidder must pay not less than the prevailing hourly wage rate determined by the Illinois Department of Labor for the county where the contract is executed, and the craft or type of worker needed to execute the contract.

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

Successful contractors shall also observe 30 ILCS 560/0.01 et. Seq., pertaining to hiring Illinois labor and known as the "Public Work Preference Act". Furthermore, successful contractors shall observe the "Illinois Human Rights Act, as Amended", 775 ILCS 5/1-101et. Seq., and the Rules and Regulations, Title 44, Section 750 of the Illinois Administrative Code, Illinois Department of Human Rights. For projects exceeding \$50,000, successful contractors and any of their subcontractors shall be required to enter a project labor agreement with the Egyptian Building & Construction Trades Council.

Business Enterprise Program (BEP)

GOALS FOR MINORITY/FEMALE/PERSONS WITH DISABILITIES BUSINESS PARTICIPATION AND UTILIZATION PLAN:

John A. Logan College will make every effort to use local business firms and contract with small, minority-owned, women-owned, and/or persons with a disability-owned businesses certified with the State of Illinois' Commission on Equity and Inclusion in the procurement process.

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575/1) is a law requiring state agencies and public institutions of higher education to set aspirational goals to increase the participation of businesses owned by minorities, females, and persons with disabilities in contracts that these public bodies award.

If the bidder is a certified BEP firm with the CEI, please include a copy of the certification with bid submission. BEP certified firms and firms utilizing subcontractors or suppliers for the project shall identify those firms. If there is no minority-owned or female-owned participation in the bid submission, Bidder must include a statement acknowledging such.

Because these goals vary by business ownership status and category of procurement, we urge

interested businesses to visit the Commission on Equity & Inclusion's (CEI) website for the Business Enterprise Program (BEP) to obtain complete requirements and additional details.

Indemnification

Vendor agrees to indemnify, defend and hold harmless John A. Logan College, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Vendor/any services of any kind or nature furnished by the Vendor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Vendor on the materials, goods or equipment delivered.

Insurance

A Certificate of Insurance will be required providing for the following minimum coverages and **naming John A. Logan College as an additional insured:**

General Liability insurance shall be comprehensive on occurrence form, and shall include:

1. Premises and Operations
2. Independent Vendors
3. Products and Completed Operations
4. Broad Form Property Damage
5. Contractual
6. Personal Injury
7. Explosion, Collapse and Underground Damage (if applicable)
8. An Additional Insured Status Using Form CG 20 10 04 13 or its equivalent, ***ADDITIONAL INSURED – VENDORS***.

Workers Compensation:

1. State: \$500,000
2. Applicable Federal: \$500,000
3. Employer's Liability: \$500,000

Commercial General Liability:

1. General Liability:
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
2. Products and Completed Operations:
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
3. Personal and Advertising Injury Limit:
\$1,000,000 Each Occurrence
4. Fire Damage Limit
\$100,000 Each Occurrence
5. Medical Expense Limit
\$5,000 Each Person

Commercial Automobile Liability:

1. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage aggregate limit.
2. Owned, Non-owned and Hired Motor Vehicles

Excess Umbrella Liability Coverage

- \$2,000,000 excess of all of the primary liability coverage shown above.

PROPOSAL

JALC RFB NO. B26-0226-05 – Hoffard Pond and Mirror Pool Dredging

This bid is provided for Hoffard Pond and Mirror Pool Dredging project on the John A. Logan College Carterville campus. The undersigned declares that he/she has carefully examined the specifications and that services will be performed in all respects according to the scope of work and the cost of Performance & Payment Bonding are included in bid below, as required for this project.

All vendors are responsible for knowing and complying with all applicable federal, state, and local laws and regulations whether they are contained in this document or not.

For all work listed in the Scope of Work, the base bid is: _____

For all work listed in the Scope of Work, the Alternate #1 bid is: _____

Contractor may attach a more detailed bid on company form if desired.

_____	_____
<i>Company</i>	<i>Date</i>
_____	_____
<i>Authorized Representative Printed Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Telephone Number</i>
_____	_____
<i>E-mail</i>	<i>System for Award Management (SAM) Cage Code or Unique Entity ID</i>

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 _____

Company is a certified BEP firm: Yes No

If yes, please include a copy of certificate from the Illinois CEI with bid submission

Company subcontracts a certified BEP firm: Yes No

If yes, please identify subcontractor(s):

REFERENCES

Bidder must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Bid document. List, as references, the three (3) nearest companies or governmental agencies for the proposed goods and/or services which can be contacted or inspected for an assessment of past client satisfaction.

Name of Entity/Firm			
Address			
City/State/Zip Code			
Contact Person		Title	
Phone Number		Ext#	

Name of Entity/Firm			
Address			
City/State/Zip Code			
Contact Person		Title	
Phone Number		Ext#	

Name of Entity/Firm			
Address			
City/State/Zip Code			
Contact Person		Title	
Phone Number		Ext#	

Bidder Signature: _____

JOHN A. LOGAN COLLEGE
BIDDER'S CERTIFICATION

TO WHOM IT MAY CONCERN:

I, (owner or authorized agent) _____, being a bidder for sales of goods or services to John A. Logan College hereby certify that this stated bid is valid and that (firm name) _____ will honor all conditions stated and implied by this request for bid. I further certify:

- a. I am not barred from bidding on this contract as a result of violation of 720 Illinois Compiled Statutes, Section 33E-3, within the preceding five years of the submission of this bid.
- b. I am not barred from bidding on this contract as a result of violation of 720 Illinois Compiled Statutes, Section 33E-4, prior to the bidding of this contract.
- c. That as of the date of this certification, I am not aware of any action by any person who is an official of, or employed by John A. Logan College, which would constitute a violation of any of the terms of 720 Illinois Compiled Statutes, Section 33E.

This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery. I understand that the bid submission requires that I provide this certification, and that John A. Logan College will rely upon this certification, and that the above certification is true and accurate to the best of my knowledge.

Signature: _____

Date: _____

JALC GENERAL TERMS AND CONDITIONS

1. Sealed proposals will be received at the Office of the Vice President for Business Services and College Facilities until the hour and date specified and then opened, read, and tabulated. No proposal will be considered if received after the date and hour specified.
2. No proposal will be considered unless submitted on the specification and proposal sheets, attached and made a part thereof. Bidders are required to properly sign proposal forms submitted.
3. Contracts for items on which proposals as accepted will be awarded to the lowest responsible bidder complying with all of the terms and conditions of the specifications. In determining the "lowest responsible bidder", in addition to price, the College may consider other relevant factors including, but not necessarily limited to: a) the ability, capacity and skill of the bidder to perform the contract or provide the service required; b) whether the bidder can perform the contract to provide the service promptly or within the time specified; c) the character, integrity, reputation, judgment, experience and efficiency of the bidder; d) the quality of performance of previous contracts or services (including previous contracts and/or services performed or provided to other public bodies); e) the previous and existing compliance by the bidder with laws and ordinances relating to the contract or services; and f) the sufficiency of the financial resources and the ability of the bidder to perform the contract to provide the services. The Board of Trustees reserves the right to make such selection that, in its judgment, is best suited and most acceptable for the purpose intended.
4. The bidder should be prepared for the College to accept their bid as submitted. However, if you are chosen for the award, you may be required to enter into contract negotiations if we believe it is necessary or desirable. If agreement cannot be reached to the College's satisfaction, we may reject your offer or revoke the award and may begin negotiations with another vendor. Note that any proposed changes and the final contract must be approved or signed by the appropriately authorized College officials.
5. The Community College District #530 reserves the right to reject all offers; to reject individual offers for failure to meet any requirements; to award by item, part or portion of any item, group of items, or total; and to waive minor defects. The College may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the College's benefit and only is to provide the College with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions shall be made solely at our discretion and made to favor the College.
6. All proposals shall be deemed final, conclusive, and irrevocable and shall not be subject to correction or amendment for any error or miscalculation or for any other reason.
7. The College will honor all requests for information regarding bids unless such information is designated as a "trade secret" by the person or company submitting the bid. If challenged, the College will, after giving notice, release such "trade secrets" to the requesting party unless the bidder agrees in writing to indemnify and hold harmless the College from any legal action that may be brought against the College as a result of withholding such information.
8. The quality of goods, products, materials, equipment, workmanship, and services shall be as per specifications and/or per sample and must be to the satisfaction of the Board of Trustees.

The Board of Trustees shall have full power and authority to reject any materials furnished that, in its opinion, are not in strict conformity with the requirements of the specifications, or equal in every respect to the exact item described therein or to the sample submitted.

Unless otherwise provided in the specifications, all goods, products, materials, and equipment furnished pursuant to the proposal shall be FACTORY NEW, and any deviation therefrom will constitute just cause for rejection.

9. In all cases where goods, products, materials, or items of equipment are designated by a particular manufacturer, brand name, or number, and the bidder desires to quote a substitute that he considers to be equally serviceable, he may do so by submitting a proposal on such substitute of equal merit; in such event, however, his proposal must so state the manufacturer's name, trade name, or number of the substitute. When no sample is submitted or the manufacturer's name, trade name, or number designated has not been changed by the bidder, it shall be agreed and understood that said bidder will furnish the exact item described in the specifications. A sample of the product quoted may be requested by the Board of Trustees. Specifications of the product must accompany bid proposal forms.

The approval of the Board of Trustees of the selection of a substitute bid item shall be required.

10. The Board of Trustees reserves the right to increase or decrease by ten percent (10%) the quantity of any item on the specifications on which proposals are accepted.
11. Unless otherwise stated in specifications, it shall be agreed and understood that the bidder will deliver all items in the specifications on which proposals are accepted to Central Receiving, John A. Logan College, Carterville, Illinois, free of all freight, drayage, express, or other excess charges. Bidders are cautioned not to include Illinois Retailers' Occupational Tax, Federal Excise Tax or Transportation Tax when submitting proposals as such taxes are not applicable to purchases by the Board of Community College District #530.
12. No increase in price shall be permitted during the term of the contract.
13. The proposal pursuant hereto shall be and shall remain in full force and effect for a period of sixty (60) days after the date of opening bids.
14. Supplier will deliver materials in accordance with instructions given on purchase orders issued.
15. These terms and conditions are applicable to, incorporated in, and made a part of all proposals submitted pursuant to invitations to bid issued by the Board of Trustees, and applicable to, incorporated in, and made a part of all purchase contracts.
16. John A. Logan College intends to fully comply with all Illinois Statutes affecting purchases, including Illinois Compiled Statutes, Chapter 720, Section 5/33E et seq. To that end, a certificate will be required of bidders submitting proposals to the College stating that they are not barred from bidding on contracts as a result of violations of Illinois Statutes and that they are not aware of any violations by College officials or employees.
17. The bidder agrees to conform with all applicable State and Federal Statutes, including those listed in attached Compliance Requirements with Illinois Statutes.

JOHN A. LOGAN COLLEGE

COMPLIANCE REQUIREMENTS WITH ILLINOIS AND FEDERAL STATUTES

In the performance of all contracts with John A. Logan College, contractors must conform to all applicable Illinois and statutory requirements, as well as any rules or regulations promulgated thereunder as it relates to labor, including but not necessarily limited to the following:

A. Rules and Regulations Prescribed Through the Illinois Human Rights Act.

In the event of the contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, disability, including physical or mental disabilities unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disabilities unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and

Regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the subcontractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuse to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

B. An Act Regulating the Wages of Laborers, Mechanics and Other Workers Employed in Public Works.

The Illinois Compiled Statutes, Chapter 820, Section 130-1 et seq. (Prevailing Wage Act), provides, in part, that the contractor, subcontractor, etc., shall pay to all laborers, workers and mechanics engaged in the construction of public works, under this contract, not less than the prevailing rate of wages for work of a similar character in the locality of this project.

C. An Act Prohibiting Unwelcome Sexual Advances, Requests for Sexual Favors, and Other Verbal or Physical Conduct of a Sexual Nature Explicitly or Implicitly as a Term or Condition of an Individual's Employment

Title VII, Section 703 of the Civil Rights Act of 1964 and the 1972 Amendment, in part, states that an employer is responsible for its acts and those of its supervisors and employees with respect to sexual harassment, and employers should take all steps necessary to prevent sexual harassment from occurring; e.g., expressing strong disapproval by adopting a policy stating that the contractor does not tolerate it from its employees in any form, and persons who commit the same shall be subject to corrective action, including disciplinary measures up to and including dismissal.

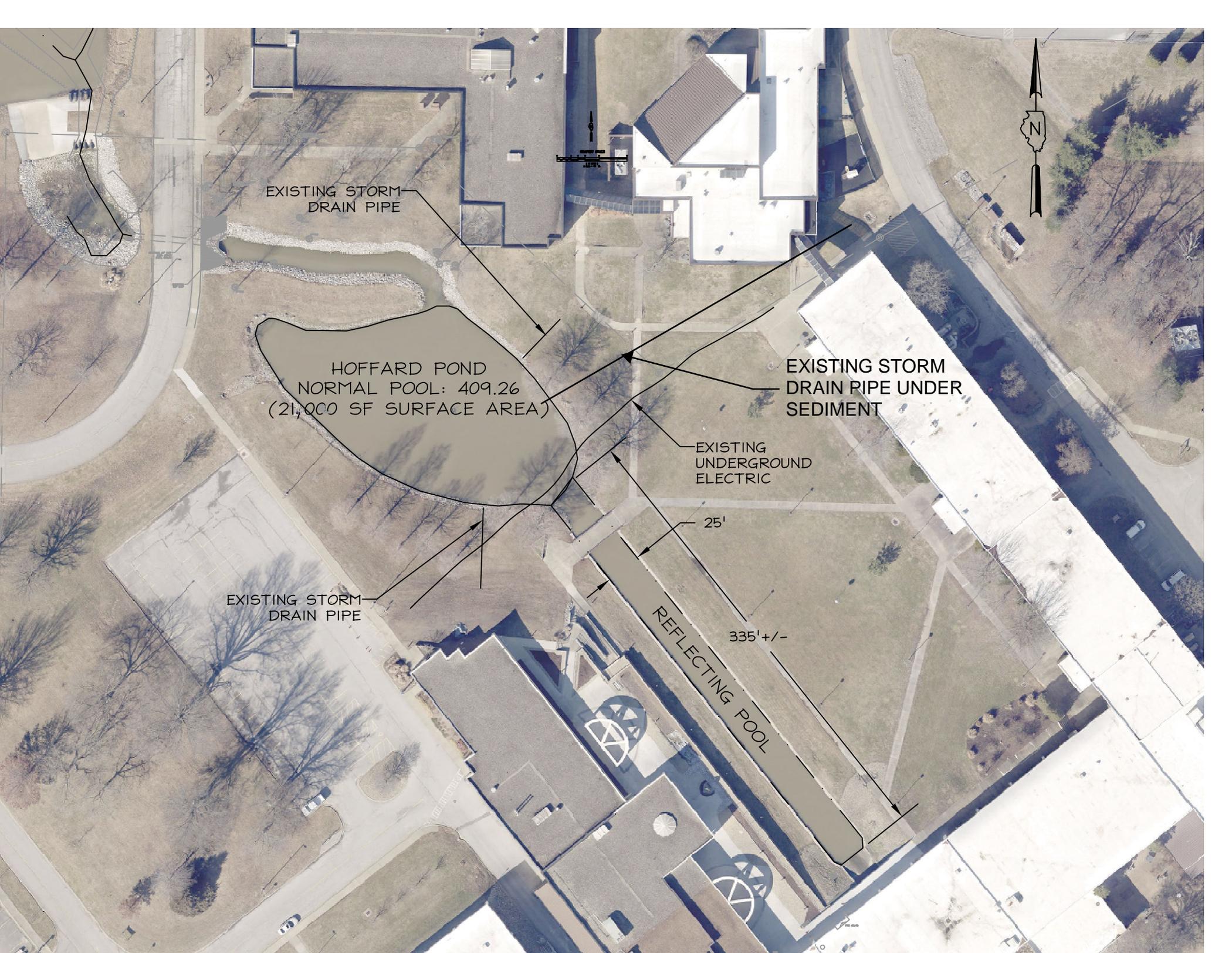
NOTE: All contractors are responsible for knowing and complying with all applicable federal or state laws whether they are contained in this document or not.

Revised 7/12/2024

APPENDIX B

Project Diagram

Hoffard Pond and Mirror Pool.pdf



EXISTING STORM DRAIN PIPE

HOFFARD POND
NORMAL POOL: 409.26
(21,000 SF SURFACE AREA)

EXISTING STORM DRAIN PIPE UNDER SEDIMENT

EXISTING UNDERGROUND ELECTRIC

25'

335' +/-

EXISTING STORM DRAIN PIPE

REFLECTING POOL