



**ROCKFORD BOARD OF EDUCATION
INVITATION FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES
FOR SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

IFB No. **17-25 Rockford Public School District 205 School A, Zone 2**

DATE: **Tuesday, January 24, 2017**

RE: **ADDENDUM NO. 1**

To All Bidders:

Attached are modifications, clarifications and/or corrections for the Project Manual and are hereby made a part of the contract documents. Please attach this addendum to the Project Manual(s) in your possession. Please note the receipt of this addendum on the bid form. Bidders shall review changes to all portions of this work as changes to one portion may affect the work of another.

If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 3rd floor prior to coming to the bid opening. Please allow time for this as late submission will not be accepted.

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Purchasing Manager by email at tamara.pugh@rps205.com.

Date of Addendum: January 24, 2017

Original Date of Contract Documents: January 4, 2017

Owner

Rockford Public School District 205
School A, Zone 2
Cherry Valley, Illinois
Project Number 005005.00

Architects and Engineers

Cannon Design
225 N. Michigan Ave, Suite 1100
Chicago, Illinois 60601

This Addendum amends Drawings and/or Specifications and/or Addenda for the above titled project, as indicated below, and is hereby incorporated into the Contract Documents as part thereof.

Bidders are required to acknowledge receipt of this Addendum in the space provided on the Proposal/Bid Form.

SPECIFICATIONS (PROJECT MANUAL)

1. SECTION NUMBER – SECTION TITLE

A. Section 016000-1 is new and being issued as an attachment to this Addendum.

2. SECTION NUMBER – SECTION TITLE

A. Section 016000 has been revised and is being reissued as an attachment to this Addendum.

END OF ADDENDUM NO. 1

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products containing material with recycled-content are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Product List: Submit an Excel list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.

- c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
3. Within 30 days after date of commencement of the Work, submit electronically. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
4. Completed List: Within 60 days after date of commencement of the Work, submit electronically. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
6. Final Accepted List: Final list shall be updated throughout the Project, as necessary due to uncontrollable changes, and submitted as part of Project Record Documents at Final Completion.

B. Substitution Requests: After receipt of Bids, low bidders will be asked to submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles. **During bidding the Architect will consider written requests from the prime bidders for substitutions or to have a product be added to the list of specified products. All requests shall be received no later than 7 days prior to bid opening.**

1. Substitutions: Change in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - a. Substitutions for Cause Only: Changes proposed by Contractor that are required due to change Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitution Request Form (**post bidding**): Use CSI Form 13.1A.
3. **Substitution Request Form (during bidding): Use CSI Form 1.5C**
4. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as

- performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
5. Architect's Action: **During bidding period, Architect will acknowledge acceptance of substitution requests via addendum. Post bidding**, if necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 15 days of receipt of additional information or documentation, whichever is later. Architect's notification will be in one the following forms:
- a. Form of Acceptance:
 - 1) Prior to signing of Contract: CSI Form 13.1A.
 - 2) After Contract signing: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
6. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, ~~but not later than 7 days prior to bid opening, to provide time required for preparation and review of related submittals.~~
- a. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1) Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 2) Substitution request is fully documented and properly submitted.
 - 3) Requested substitution will not adversely affect Contractor's construction schedule.

- 4) Requested substitution has received necessary approvals of authorities having jurisdiction.
- 5) Requested substitution is compatible with other portions of the Work.
- 6) Requested substitution has been coordinated with other portions of the Work.
- 7) Requested substitution provides specified warranty.
- 8) If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved:

b. Substitutions for Convenience: Not allowed

C. Comparable Product Requests: Submit three (3) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one (1) week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
- b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

B. Asbestos Content: All products furnished and/or installed for this Project must be 100 percent free of asbestos containing materials.

C. Electrical Products and Materials: All electrical products and materials furnished and/or installed for this Project must bear the Underwriter's Laboratories (U.L.), or other accepted agencies listing label. Any Project-related modification to these products must be in compliance with the National Electrical Code requirements and listed by U.L.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

1. Coordinate deliveries to the site with the Owner, Architect so as to allow for inspection by these parties prior to incorporation in the Work.
2. Any materials which the Owner, Architect determines cannot be received on site will be stored off-site in a secure location, at no additional cost to the Contract, until they can be received at the site. Contractor/Subcontractor must insure off-site storage against damage or loss and provide record of material insurance to the Owner.
3. Be prepared to provide signed material receipts to the Owner upon request.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Contractor is responsible for designating and allotting on-site storage space. Any relocation of stored materials necessitated by Work progress will be accomplished promptly without additional cost to the Contract.
2. Except as otherwise specified, each Contractor/Subcontractor is responsible for its tools, equipment, materials, and supplies on the Site whether just stored or incorporated into the Work until building is accepted by the Owner.
3. Store products to allow for inspection and measurement of quantity or counting of units.
4. Store materials in a manner that will not endanger Project structure.
5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
6. Store cementitious products and materials on elevated platforms.
7. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
9. Protect stored products from damage and liquids from freezing.
10. Provide a secure location and enclosure at Project site for storage of materials and equipment. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions will be considered only in accordance with provisions in General Conditions
 - b. Non-Restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Product Substitutions" and "Comparable Products" Articles for consideration of an unnamed product.
 4. Manufacturers:

- a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions will be considered only in accordance with provisions in General Conditions
 - b. Non-Restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Product Substitutions" and "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in General Conditions and Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
6. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in General Conditions and Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers. Substitutions for the Basis of Design Product will require the Owner's approval.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with provisions in General Conditions and Part 2 "Product Substitutions" Article for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with requirements.
 1. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 2. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution only in accordance with provision in the General Conditions of the Contract for Construction.
- B. Conditions: Architect will consider Contractor's request for substitution when the requirements specified in the General Conditions of the Contract for Construction and the following conditions are met. If all conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Requests for substitution must include clear identification of the material, product or equipment item and complete description including drawings, cuts, performance and test data, along with any other information necessary for a complete evaluation.
2. Substitution request is fully documented and properly submitted.
3. Requested substitution will not adversely affect Contractor's Construction Schedule.
4. Requested substitution has received necessary approvals of authorities having jurisdiction.
5. Requested substitution is compatible with other portions of the Work.
6. Requested substitution provides specified warranty.
7. Requested substitution will not delay the Work.
8. Substitution requests received after issuance of contract shall be acceptable only if there is a financial benefit to owner.
9. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
10. The Architect's/Owner's decision to accept or reject the proposed substitution shall be final and will be set forth in writing.

2.3 COMPARABLE PRODUCTS

- A. "Or Equal": Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
 1. When less than three (3) manufacturer's materials, products or equipment items are specified and the phrase "Or Equal" OR "Equivalent To" is stated, requests for comparable products are permitted and will be considered.
- B. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

Attachments:

Request for Substitution/Equivalent Review Form

**Rockford Public School District 205
School A, Zone 2
Cherry Valley, IL
Cannon Project No. 005005.00**

Addendum NO. 1

END OF SECTION 016000

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SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

From: _____

To: _____ Date: _____

A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____