

Date: Sept 30, 2016
From: 20/10 Engineering

To:
SUBJECT: ADDENDUM NO. 1 TO THE BID DOCUMENTS FOR:

Building 'A' 2019 HVAC Improvements
McHenry County College
8900 US Hwy 14 – Building 'A'
Crystal Lake, IL 60012
Proj. No. 1550-a-18

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents, dated September 6, 2019. Acknowledge receipt of this addendum in the space provided on the Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

SPECIFICATION

1. Section 00 11 16 – Invitation to Bid: Replace with new section.
2. Section 00 21 00 – Instructions to Bidders: Replace with new section.
3. Section 00 73 00 – Supplemental Instructions: Replace with new section.

DRAWINGS

1. None.

CLARIFICATION

1. None.

This addendum consists of the following: (1) 8 ½" x 11" pages and (3) revised specification sections.

END OF ADDENDUM 1

DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS

Section 00 1116 - Invitation to Bid

Owner: McHenry County College
8900 US Hwy 14
Crystal Lake, IL 60012

Engineer: 20/10 Engineering Group, LLC
1216 Tower Road
Schaumburg, IL 60173
847-882-2010
Fax 847-882-2201

Date: September 6, 2019

This Invitation to Bid (ITB) does not obligate McHenry County College (MCC) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this ITB if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the ITB format or binding specifications, may be rejected. Responding vendors must include the required information called for in this ITB. MCC reserves the right to reject a proposal if required information is not provided or is not organized as directed. MCC also reserves the right to change the evaluation criteria or any other provision in this ITB by posting notice of the change(s) on MCC's website, www.mchenry.edu/bid. For this ITB, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

Contractors are invited to submit an offer for Building 'A' 2019 HVAC Improvements. Offers will be received at the office of Jennifer Jones, Director of Business Support Services, McHenry County College, 8900 US Highway 14, Building A, Room 246, Crystal Lake, IL 60012, by Noon local prevailing time on Wednesday, October 9, 2019. Bids will be publicly opened 8:00 AM on Thursday, October 10, 2019 in Building A, Board Room # 217.

The project consists of: **Condensing unit replacements, modification to existing indoor air handling units, replacement of existing rooftop unit, and associated mechanical/electrical work.**

A single stipulated sum bid will be received for all work.

Refer to other Bidding requirements described in Document 00 2100 - Instructions to Bidders.

Submit Bid on the Bid Form provided. Bidders are required to complete Bid Form.

Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all offers, or to waive any informalities in the bidding.

The successful bidder will be required to furnish and pay for a satisfactory Performance and Payment Bond for ~~10% of amount of the contract if contract is greater than Fifty Thousand Dollars (\$50,000)~~, **in the full amount of the contract**. Said bond shall be delivered to the Owner, along with an executed copy of the Contract and a valid certificate of insurance, within ten days after the successful bidder has received Notice of Award of the contract.

Key Event Dates: The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

MCC Issues ITB listed at www.mchenry.edu/bid	September 12, 2019
Last day for vendors questions via email: keith@2010engineering.com	October 2, 2019
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	October 7, 2019
PRE BID MEETING 9/18/19 – 8AM	October 9, 2019 – Noon Jennifer Jones McHenry County College 8900 US Highway 14 Building A, Room 246 Crystal Lake, IL 60012
Bid Due Date/Location to Submit Bids	
	October 10, 2019 - 8:00 AM McHenry County College 8900 US Highway 14 Bldg A, Board Room #217 Crystal Lake, IL 60012
Bid Opening Date/Location	
Recommendation to Board of Trustees	October 24, 2019
Notification of Award by	October 30, 2019
Contract Start Date	October 31, 2019
Project Manager Contact	Todd Wheeland, Director of Facilities 815-455-8564
Project Completion Date	January 17, 2020
Plan Holder	20/10 Engineering Group, LLC 1216 Tower Road Schaumburg, IL 60173 847-882-2010

MCC TERMS & CONDITIONS

Addendum: The only method by which any requirement of this solicitation may be modified is by written addendum. MCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Any addendum will be posted to MCC's website at www.mchenry.edu/bid. The addendum shall be acknowledged by signature and included in your bid submission.

Taxes: MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.

Right to Cancel: MCC may cancel contracts resulting from this ITB at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

Proprietary Information: Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.

Negotiation: MCC reserves the right to negotiate all elements, which comprise the bidder's proposal to ensure the best possible consideration, be afforded to all concerned. MCC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of MCC.

Retention of Documentation: All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.

Recycled Materials: McHenry County College is required to purchase products incorporating recycled materials whenever technically and economically feasible. Contractors are encouraged to offer products with recycled content which meet specifications conforming to Illinois State Statute 415 ILCS 20/3.1 pertaining to public community colleges.

Department of Employment Security Law: By entering into this contract, Vendor agrees to either (1) link its employment vacancies with the IllinoisJobsLink.com System or successor system, or (2) provide an online link to its employment vacancies so that this link is accessible through the web page of the IllinoisJobLink.com System or successor system, as required by Illinois Public Act 098-0107 (20 ILCS 1005/1005-47). **NOTE:** Vendors who are parties to a collective bargaining agreement with a bona fide labor organization for the performance of construction or construction-related services are exempt from this requirement.

Prevailing Wage Law: The Illinois Prevailing Wage Act, 820 ILCS 130/01 et.seq. shall be mandatory for all contractors and subcontractors who are hired by the College. The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the prevailing rate of wages in the county where the work is performed.

Indemnification: The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.

Disclosure: Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.

Terms of Payment: MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

McHenry County College
8900 US Hwy 14
Crystal Lake, IL 60012

END 00 1116

DIVISION 00 - PROCUREMENT AND CONTRACT DOCUMENTS
Section 00 2100 - Instructions to Bidders

1. GENERAL

1.1. SECTION INCLUDES

- A. Invitation to Bid
- B. Bid Documents and Contract Documents
- C. Site Assessment
- D. Qualifications
- E. Bid Submission
- F. Bid Enclosures/Requirements
- G. Other Requirements
- H. Offer Acceptance/Rejection

1.2. RELATED SECTIONS

- A. Specified Elsewhere:
 - 1. Section 00 1116 - Invitation to Bid
 - 2. Section 00 4100 - Bid Form
 - 3. Section 00 7300 - Supplementary Conditions

2. INVITATION TO BID

2.1. BID SUBMISSION

- A. Bids signed, executed, and dated shall be received until time and at location indicated in the Invitation to Bid.

2.2. CONTRACT TIME

- A. **Bidder agrees to commence work upon execution of the contract, and to be substantially complete with the work by January 17, 2020.**

3. BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1. DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, and Bid Form identified herein.
- B. Contract Documents: Defined in General Conditions, including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

3.2. AVAILABILITY

- A. Bid Documents may be obtained from the office of the Engineer, 20/10 Engineering Group, LLC (847-882-2010).
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.3. EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify the Engineer should the documents be incomplete.
- B. Immediately notify the Engineer upon finding discrepancies or omissions in the Bid Documents.

3.4. QUERIES/ADDENDA

- A. Fax or email questions to the Engineer. Telephone (voice) queries are discouraged.
- B. Addenda may be issued during the Bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.
- C. Verbal interpretations of the meaning of the drawings or specifications are not binding on any party.
- D. Addenda shall be forwarded not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive such addenda shall not relieve such Bidder from any obligation under his Bid as submitted.
- E. Each Bidder shall ascertain prior to submitting Bid that said Bidder has received all Addenda and shall acknowledge receipt on the Bid Form.

3.5. PRODUCT/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, requests for substitutions (from prime bidders) will be considered by the Engineer up to 10 days before receipt of Bids.
- B. The request for substitution shall provide sufficient information to determine acceptability of such products.
- C. In submission of requests for substitutions to products specified, Bidder shall include in his Request any changes required in the Work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the Bidder for an addition to the Contract Time or Contract Sum because of changes in Work necessitated by use of substitutions shall not be considered.

4. SITE ASSESSMENT

4.1. SITE EXAMINATION

- A. A **MANDATORY** pre-bid conference will be held at 8:00 am Wednesday September 18, 2019 in Board Meeting Room, Building A, Room 217. **Failure to attend conference will disqualify contractor's bid from being accepted.**
- B. It is recommended that the Bidder examine the project site with any sub-contractors before submitting a Bid.
- C. A visit to the project site may be arranged for Bidders by contacting
Todd Wheeland
McHenry County College,
8900 US Hwy 14, Crystal Lake, IL 60012
815-455-8564

5. BID SUBMISSION

5.1. SUBMISSION PROCEDURE

- A. Submit two printed copies and one copy on a flash drive of the executed offer on the Bid Forms provided, signed and sealed.
- B. All blank spaces for bid amounts shall be filled, using ink or typewritten, with both words and figures. In case of discrepancy, the amount shown in words shall govern. Write "No Bid" on blank spaces where bidder is not bidding.

5.2. BID INELIGIBILITY

- A. Failure to provide bonding or insurance requirements may at the discretion of the Owner, invalidate the Bid.

6. BID ENCLOSURES/REQUIREMENTS

6.1. PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment Bond as described in Document 00 7300 - Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid amount and identify the cost when requested by the Owner.

6.2. BID SECURITY

- A. **A certified check or bank draft or bid bond, made payable to McHenry County College, MUST be submitted with the bid in the amount of ten (10) percent of the total bid for bids greater than Fifty Thousand Dollars (\$50,000). The bid security will be forfeited by the successful bidder in the event of the bidders failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.**

6.3. BID FORM SIGNATURE

- A. The Bid Form shall be signed by the Bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7. OTHER REQUIREMENTS

7.1. AGREEMENT

- A. The contract form for this work shall be the Standard Form of Agreement between Owner and Contractor (AIA Form A101, 1997 edition).

7.2. LIQUIDATED DAMAGES

- A. At the owner's discretion, liquidated damages of \$1,500/day will be charged to the contractor for every day project is not substantially complete after December 30, 2019.

8. OFFER ACCEPTANCE/REJECTION

8.1. DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the Bid closing date.

8.2. ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers, or to waive any informalities in the Bidding.
- B. After acceptance by the Owner, the Engineer, on behalf of the Owner, will issue a Notice of Award to the successful Bidder.

END 00 2100

DIVISION 00- PROCUREMENT AND CONTRACT REQUIREMENTS
Section 00 7300 - Supplementary Conditions

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS (No modifications to this article.)

ARTICLE 2: OWNER (No modifications to this article.)

ARTICLE 3: CONTRACTOR (No modifications to this article.)

ARTICLE 4: ARCHITECT (No modifications to this article.)

ARTICLE 5: SUBCONTRACTORS (No modifications to this article.)

ARTICLE 6: CONSTRUCTION BY THE OWNER OR BY SEPARATE CONTRACTORS

ARTICLE 7: CHANGES IN THE WORK (No modifications to this article.)

ARTICLE 8: TIME (No modifications to this article.)

ARTICLE 9: PAYMENTS AND COMPLETION

9.3. APPLICATIONS FOR PAYMENT - Add the following subparagraphs:

"9.3.1.3. To insure the proper performance of this Contract the Owner will retain 10% of the amount of each estimate until final completion and acceptance of all work covered by this Contract."

"9.3.2.1. Although all material and work covered by partial payments made shall have become the property of the Owner, this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract."

"9.3.2.2 The stored materials may be included in the Application for Payment providing the Engineer can verify the cost and the existence of such stored materials. The Contractor shall reimburse the Owner for all of the Engineer's expenses required to verify materials which are stored away from the Project site if the Contractor wishes to include the cost of the stored material in an Application for Payment. Applications for stored materials must meet the following criteria:

- a. Evidence of insurance is required for the stored product.
- b. The product must be produced for this project only.
- c. The product must be stored separately from other inventory and identified for this project only."

"9.3.4. The Contractor shall provide all statements, affidavits and waivers required by the Mechanics' Liens Law of the State of Illinois, including Section 5 thereof, at such time and in such form as provided therein to protect the Owner against mechanics' or other liens, and the Contractor hereby acknowledges receipt of notice from the Owner to furnish same."

"9.3.5. Each application for payment must be accompanied by Contractor's Affidavits and by partial waivers of lien from all Subcontractors, as well as Material Suppliers, showing that the amount of money paid to date to each Subcontractor and Supplier is at least equivalent to the amount shown as the estimated total value of all labor and material incorporated into the work through the immediately preceding calendar month's estimate of work performed as submitted by the Contractor, less contract retainage."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY (No modifications to this article.)

ARTICLE 11: INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE - Add the following paragraphs:

"11.1.2.1 The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

A. Workers Compensation

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer's Liability:
 - a. \$500,000 per Accident
 - b. \$500,000 Occupational Disease

B. Commercial General Liability

1. Each Occurrence \$1,000,000
2. Products/Completed Operations Aggregate \$1,000,000
3. Personal/Advertising Injury \$1,000,000
4. General Aggregate \$1,000,000
5. Policy shall include:
 - a. Premises - Operations
 - b. Independent Contractors Liability
 - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
 - d. Contractual Liability
 - e. Coverage for explosion (x), collapse (c) and underground (u).
6. The Commercial General Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insureds on the Contractor's Commercial General Liability policy using Form CG 20 10 or its equivalent. The additional insured endorsement shall provide the following:
 - a. That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the contractor.
 - b. That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis,
 - c. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance, and
 - d. That the additional insureds will not be given less than 30 days prior written notice of any cancellation thereof.
 - e. The Contractor will furnish a Certificate of Insurance evidencing the foregoing.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

1. Bodily Injury
 - a. \$ 500,000 Per Person
 - b. \$ 1,000,000 Per Accident

- 2. Property Damage \$ 500,000
or
- 3. Combined Single Limit \$ 1,000,000

D. Umbrella

- 1. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy, written in an insurance company acceptable to the Owner, may be used to meet the minimum limits required.
- 2. Umbrella Excess Liability (in addition to primary coverage): \$1,000,000

E. The following parties shall be included as Additional Insureds on all contractor's and subcontractor's Certificates of Insurance:

- a. 20/10 Engineering Group, LLC, 1216 Tower Road, Schaumburg IL 60173.

"11.1.3.1 Certificates of Insurance shall be submitted within ten (10) days after the date of the Notice of Award, or as otherwise mutually agreed upon by the Owner and the Contractor."

11.3. PROPERTY INSURANCE: Add the following subparagraphs:

"11.3.1.6 The **Contractor** shall purchase and maintain the property insurance. The Policy shall name as insureds the Owner, the Architect, the Architect's consultants, the Contractor, his subcontractors and their respective board members, representatives, agents, and employees in the individual and official capacities. The policy may include a deductible which shall not exceed **\$5,000** per loss. The Contractor shall be responsible for payment of the entire deductible amount."

"11.3.1.7 The prompt repair or reconstruction of the Work as a result of any loss shall be the Contractor's responsibility. Cost for the loss shall be submitted directly to the insurance carrier. The policy shall contain a provision that the policy will not be canceled, changed or altered until at least 30 days after written notice has been given to the named insureds."

11.4. PERFORMANCE BOND AND PAYMENT BOND - add to the following subparagraph:

"11.4.1.1 For every project greater than Fifty Thousand Dollars (\$50,000), Contractor shall procure a performance and payment bond for ~~40% of the contract price~~ **the full amount of the contract price**. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.

"11.4.3. The Bonds shall include the provisions that the surety will fully reimburse and repay the Owner all costs, damages, attorney fees, engineer's fees, and other expenses which the Owner may incur in making good any default by the Contractor, including any default based upon failure of the Contractor to furnish maintenance, repairs or replacements for any period of time after the work is completed, as provided for in the contract documents."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK (No modifications to this Article.)

ARTICLE 13: MISCELLANEOUS PROVISIONS (No modifications to this article.)

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT (No Modifications to this Article.)

ARTICLE 15: CLAIMS AND DISPUTES (No modifications to this article.)

END 00 7300