

**SECTION 00 90 01  
BIDDING AND CONTRACT REQUIREMENTS  
ADDENDUM NUMBER (2)**

**Demonica Kemper Associates  
125 N. Halsted Street, Suite 301  
Chicago, IL 60661  
312.496.0000**

To: Prospective Bidders

Issued: October 22, 2018

**Re: ADDENDUM NUMBER (2) TO THE BIDDING DOCUMENTS FOR**

**McHenry County College  
Buildings A & E Renovations – BP2  
Architect's Project Number: 18-001**

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents dated October 2, 2018. Acknowledge receipt of this addendum in the space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

**ADDENDA TO THE SPECIFICATIONS**

002000 – Notice to Bidders – Sheets 1 – 2

003201 – Bid Form – Released in its entirety – Sheets 1- 10

**BID DUE DATE CHANGE:**

Revised Bid Due Date: Wednesday October 31, 2018 – 12:00 PM (CST) – Room 246

Revised Bid Opening Date: Thursday November 1, 2018 – 8:00 AM (CST) – Room 217 (Board Room)

**Forthcoming Addenda:**

Revised drawings will be issued on 10/24/18 for clarification.

**This addendum consists of (1) page(s), excluding attachments.**

**END 009001.**

**Attachments:**

1. Section 002000 – Notice to Bidders
2. Section 003201 – Bid Form

Notice is hereby given that **McHenry County College** is accepting sealed bids for: **A&E Building Renovations**. Such proposals as herein concerned shall be for the following as described:

**BID PERIOD 2 - BID PACKAGES #3 through #14**

- Bid Package #03 – Demolition
- Bid Package #04 - Misc Metals
- Bid Package #05 - Folding Partition System
- Bid Package #06 - General Trades
- Bid Package #07 - Acoustic Ceilings
- Bid Package #08 – Flooring/Ceramic Tile
- Bid Package #09 - Paint
- Bid Package #10 - Fire Protection
- Bid Package #11 - Plumbing
- Bid Package #12 - HVAC
- Bid Package #13 - Electrical
- Bid Package #14 - Audio Visual & Security Systems

**SEALED BIDS will be received by McHenry County College at the date and time stated below:**  
**Include 1 Electronic copy of the bid proposal saved on a flash drive.**

**PLACE:**

Attention: Jennifer Jones

McHenry County College  
Bldg A, Room 246  
8900 US Highway 14  
Crystal Lake, IL 60012

**REVISED DUE DATE:**

**Wednesday October 31, 2018**

**TIME: 12:00 pm (CST)**

Any bid received after the time and date stated above will be returned unopened to Bidder. Bids will be publicly opened and read at 8:00 AM (CST) on **Thursday November 1, 2018** in Building A, Board Room #217.

Pre-qualification of all bidders in this bid phase is required prior to the bid due date. Submit one fully executed copy of AIA Document A305 "Contractor's Qualification Statement" prior to submitting this bid form via email to Brad Tomky at [btomky@pepperconstruction.com](mailto:btomky@pepperconstruction.com).

The competency and responsibility of the bidders will be considered in making awards. The successful bidder shall, upon acceptance of his bid, be required to procure and pay for a Performance Bond and Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the bid. Bonds shall comply with all laws of the State of Illinois governing public contracts let by governmental units. Bid security in the form of a Bid Bond, certified check or cashier's check made payable to McHenry County College in an amount equal to not less than ten percent (10%) of the Base Bid shall be submitted with the Bid. Bid security is required of all parties submitting a proposal. A fully executed and compliant Bid Security must be included with the Bid Form.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

The Construction Manager as Agent for this project is Pepper Construction Company. All questions concerning this project or those concerning bidding requirements should be directed to: Brad Tomky. Questions must be received via email to [btomky@pepperconstruction.com](mailto:btomky@pepperconstruction.com) until 3:00 PM (CST) Thursday October 18, 2018.

00 20 00-1

The College reserves the right to reject any or all bids, to negotiate contract terms with various Bidders, and to waive all formalities or irregularities to any bid when such is deemed by the Owner to be in the Owner's best interests.

**Plans and specifications may also be ordered from BHFX at a non-refundable cost. Order by prior reservation (allow 2-4 hours for printing) from BHFX LLC (Main Location - Arlington Hts. phone: 847-593-3161; fax: 847-593-3079) after Noon (CST) on Monday, October 8, 2018. (*Distribution Locations*) 80 West Seegers Rd., **Arlington Hts.**, IL; 19 South Wabash., **Chicago**, IL 312-782-2226; 19 North Union St., **Elgin**, IL 847-742-2876; 14100 Lambs Ln., **Libertyville**, IL 847-816-6022; 4527 Prime Parkway, **McHenry**, IL 815-344-0360; 1404 21<sup>st</sup> Street., **Rockford**, IL 815-397-8800; 30W250 Butterfield Rd., **Warrenville**, IL 630-393-0777; 1270 Kyle Ct., **Wauconda**, IL 847-416-1366 .**

**This invitation is issued in the name of McHenry County College**

**END SECTION 002000**

00 20 00-2

**Bid Date/Time:**      **Wednesday October 31, 2018 at 12:00 PM (CST)**  
(as date/time stamped by McHenry County College Receptionist)

**BID TO:**                      **Jennifer Jones, Director of Business Services**

**RECEIVED BY:**            **McHenry County College**  
**8900 US HWY 14, Room 246**  
**Crystal Lake, IL 60012**

**PROJECT:**  
**A&E Building Renovation**  
**Bid Period 2**

At

**McHenry County College**  
**8900 US HWY 14**  
**Crystal Lake, IL 60012**

Submitted By:

\_\_\_\_\_ Date \_\_\_\_\_, 2018  
(Name of bidder)

\_\_\_\_\_  
(Address)

For Bid Package:

# \_\_\_\_\_ - \_\_\_\_\_

We, the undersigned Bidder, having familiarized ourselves with the sites, the local conditions affecting the cost of the Project and the Bidding and Contract Documents, including Addenda:

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

for the construction of the project "A&E Building Renovation" as prepared by DKA Architects, Inc. (Chicago, IL), IMEG Corp (Naperville, IL), do hereby propose to provide and furnish all labor, materials, tools, equipment, utility and transportation services, scaffolding, insurance, supervision and all other services and facilities necessary, as required by said Contract Documents to complete all work as hereinafter designated, for the sum of money enumerated, the said amount, constituting the base bid.

The following Contract Documents constitute the basis of our proposal for the work:

- Project Manual: Dated October 2, 2018 by DKA Architects
- Drawing List: As listed on sheet G1.01 of the Issued for Bid Drawings dated 10/2/2018.

**BID SECURITY**

Enclosed with this Bid is a Bid Security in the amount of ten percent (10%) of the Base Bid plus all additive alternates, in accordance with the Instructions to Bidders.

**CASH ALLOWANCES**

The base bid includes the allowances as specified in the Project Manual and Scope Sheets.

**BASE BIDS**

All prices quoted represent the entire cost of the project in accordance with the bidding documents, including the performance and payment bonds, and we acknowledge that no subsequent claim will be recognized for any increase in wage scales,

material prices, cost or any other rates affecting the construction industry and/or this project.

**Base Bid: A&E Building Renovation – Bid Period 2**

The undersigned agrees to perform all work set forth in the bidding documents for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

BASE BID BREAKDOWN

Upon contract award, the undersigned may be required to provide additional bid breakdowns for certain portions of the Base Bid. This breakdown will be for informational purposes only.

ALTERNATES

The undersigned hereby proposes to furnish everything required for completion of the Alternates indicated. The following amounts for Alternate construction, as more fully described in Section 012300 of the Specifications, may be added to or deducted from the Base Bid, if selected.

Insert N/A on lines not applicable to the Bidder's area of Work.

**Alt. # A-1: Remove existing wall covering per demolition key note W7A patch and prep existing walls and new finish work per schedule.**

Add/Deduct \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alt. # A-2: Remove existing wall covering per demolition key note W7B patch and prep existing walls and new finish work per schedule.**

Add/Deduct \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alt. # A-3: Remove existing wall covering per demolition key note W7B patch and prep existing walls and new finish work per schedule.**

Add/Deduct \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alt. # A-4: Eliminate all camera's and cabling in Building E**

Add/Deduct \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alt. # A-5: Eliminate all scope of work shown at the first floor of the stairwells**

Add/Deduct \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

UNIT PRICES:

The undersigned submits the following unit prices as a proposed basis for additive or deductive adjustment under Allowances in the event contract changes in the Work are required involving items described. It is understood and agreed that unit prices are separately subject to acceptance by the Owner and that such prices are not part of the Contract except as accepted and entered in the Agreement. Unit Prices shall include labor, materials, equipment fees, taxes, bonds, profit and overhead necessary to perform the Work described below and as specified in the Bidding Documents. If unit prices do not apply to your bid package, please insert N/A for not applicable.

UC-1:  
UC-2:  
UC-3:  
UC-4:

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**LABOR RATES:**

Provide the following **hourly rates** for (Labor rates are good through August 31, 2019):

**PLEASE FILL IN ALL TRADES THAT WILL BE ON SITE**

		Straight Time	Premium Time	Double Time
	Laborer	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Foreman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Journeyman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Apprentice	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Foreman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Journeyman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Apprentice	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.

**PERFORMANCE & PAYMENT BONDS**

Contractors are to include the cost of Performance & Payment Bonds in all Base Bids and Alternate Bids. Please provide the following information:

\_\_\_\_\_  
(Name of Company Furnishing Bonds)

\_\_\_\_\_  
(Best Insurance Guide Latest Edition Rating)  
(A X Minimum Required)

The undersigned agrees, within 10 days after notice of acceptance of this bid, to provide required Insurance, and performance and payment bonds.

**VOLUNTARY ALTERNATES:**

Voluntary alternates will not be used in the determination of the low qualified bid.

- 1. \_\_\_\_\_ Deduct/Add \$ \_\_\_\_\_
- 2. \_\_\_\_\_ Deduct/Add \$ \_\_\_\_\_
- 3. \_\_\_\_\_ Deduct/Add \$ \_\_\_\_\_

TIME OF COMPLETION

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Contract Document Schedule. This schedule is bound in the Project Manual.

PROTEST RIGHTS

Any bidder may file a bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the President of McHenry County College not later than 3 business days after the date of the Bid Opening. McHenry County College will investigate the basis for the bid protest and analyze the facts. McHenry County College will notify the bidder whose bid is the subject of the bid protest of evidence presented in the bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford bidder an opportunity to rebut such evidence, and permit the bidder to present evidence that it should be allowed to perform the work. If deemed appropriate by McHenry County College, an informal hearing will be held. McHenry County College will issue a written decision within 15 days following receipt of the bid protest, unless factors beyond McHenry County College reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by McHenry County College. A copy of the decision will be furnished to the protestor, the bidder whose bid is the subject of the bid protest, and all bidders affected by the decision.

ADMINISTRATION OF CONTRACTS

The undersigned, in submitting this document, agrees that if the undersigned is the successful Bidder, the undersigned Bidder will accept assignment of his contract by McHenry County. See AIA Document 132 2009 Standard Form of Agreement between Owner and Contractor, Construction Manager as Advisor Edition in Section 00 50 00-

In submitting this proposal, it is hereby understood that the Owner reserves the unrestricted privilege of rejecting any or all Bids, or parts of Bids, and to waive any informalities in Bidding.

It is agreed that this proposal shall be irrevocable for a period of ninety (90) days after the specified date for receiving Bids.

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

State whether a Corporation ( )  
Partnership ( )  
Sole Proprietorship ( )

OFFICIAL ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone No.) \_\_\_\_\_

CONTRACTORS CERTIFICATION

The undersigned bidder or contractor hereby certifies that he is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961, as amended.

No Smoking Clause

Bidder agrees that he, his employees and sub-contractors, will abide by the McHenry County College no smoking policy on any McHenry County College property.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Bidder/Contractor's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

State of Registration \_\_\_\_\_

\_\_\_\_\_  
Registration Number

**CERTIFICATE OF BIDDER ELIGIBILITY**

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for McHenry County College, Crystal Lake, Illinois, McHenry County, Illinois certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



**CERTIFICATE OF COMPLIANCE WITH  
ILLINOIS DRUG-FREE WORKPLACE ACT**

\_\_\_\_\_, having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debatement for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE REGARDING  
SEXUAL HARASSMENT POLICY**

\_\_\_\_\_, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE REGARDING  
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Criminal Background Investigations**

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

BUSINESS CLASSIFICATION

- a) Business Entity (check one)
  - Corporation (Publicly held)\*
  - Not-for-Profit\*
  - Government Agency/Public Institution\*
  - Corporation (Privately held)
  - Partnership
  - Sole Proprietor

\* If checked, do not complete section III (b) and (c) below.

- b) Business Ownership (check one) If minority or woman owned, attach copy of certification evidence.

Large Business:     Male Owned                       Woman Owned  
 Small Business:    Male Owned                       Woman Owned

BUSINESS DEFINITIONS

Small Business Concern - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.102 or in the Federal Procurement Regulations, Section 1-1.701.

Small Disadvantaged or Minority Business Concern - a small business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by such individuals; and whose management and daily business operations are controlled by one or more of such individuals. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans) are considered socially and economically disadvantaged.

Woman-Owned Business - a business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

- c) Race/Ethnicity of Ownership (check one) based on definitions below.

Black                       Asian/Pacific or Asian/Indian                       Caucasian  
 Hispanic                       Native American (American Indians, Eskimos, Aleuts and native Hawaiians)

ETHNIC GROUP DEFINITIONS

Black Americans: United States citizens whose origins are in any of the Black racial groups of Africa.  
 Hispanic Americans: United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Portugal, Orchard Place or Orchard Place America.  
 Native Americans: United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts and native Hawaiians.  
 Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, India, Pakistan, or Bangladesh.

I certify that the business classification and ethnicity indicated above reflects the true and correct status of this business in accordance with current Federal Small Business Administration criteria. I agree to inform Community High School District 155 immediately in writing of any changes to the information contained herein, including changes in ownership, controlling interest or operations. I understand that falsely certifying this information may result in suspension from participation in the D155 2015 Capital Improvements.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

END SECTION 00 32 01