

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 10 00 – Notice to Bidders
(Standard Single Prime Contract Set)

NOTICE TO BIDDERS

The Board of Trustees of the University of Illinois, hereinafter referred to as the "Owner," furnishes the following information and special instruction to prospective bidders desiring to submit bids for the work on the following project:

1 PROJECT INFORMATION

1.1 Project Name: Material Science & Engineering Building - Eltoukhy Innovation Lab

1.2 Project Number: U22092

1.3 Project Description.

The proposed location of the innovation lab is a high-profile location on the south side of MSEB that encompasses rooms 101 and 103. These rooms provide highly visible space and easy access to departmental users, a showcase for senior design projects, and a recruiting tool for the department of materials science and engineering at the Grainger College of Engineering.

Refer to Division 01 of the technical specifications for a complete, detailed breakdown of the base bids and alternates for this project.

This project includes a Project Labor Agreement that will be executed between the lowest responsible/responsive bidder and the East Central Illinois Building and Construction Trades Council. A copy of the Project Labor Agreement is included at the end of Section 00 90 00.

1.4 Project Location:

1304 W. Green St Urbana, IL 61801

1.5 Contract Documents Prepared By:

Bailey Edward Design Inc.
1103 S. Mattis
Champaign, IL 61821

hereinafter referred to as the Professional Services Consultant.

2 SPECIAL INSTRUCTIONS TO BIDDERS

The following bidding instructions are a component part of each bid wherein they are applicable.

2.1 Submission and Receipt of Bids.

2.1.A Contract Divisions of the Project. The Owner will receive separate sealed bids for the project. Each bid shall identify the name of the Protected Subcontractor(s) if any, and the bid proposal costs, including alternates, for each of the following divisions of work that are applicable for this project. The contract entered into with the successful bidder shall identify that no identified Protected Subcontractor in the Bid Document 00 40 00 may be terminated without the written consent of Owner.

Contract Division I	-	General Work
Contract Division II	-	Plumbing Work
Contract Division III	-	Heating, Piping, Refrigeration and Temperature Control Work
Contract Division IV	-	Ventilation and Air Distribution Work

Contract Division V - Electrical Work

- 2.1.B Delivery. Submit bids on forms furnished by the Owner as **one pdf less than 200 MB** at <https://przm.apps.uillinois.edu/przm/ocpweb.nsf/projectsuiuc?OpenView> for this project. If multiple bids are received by the same bidder for the same division of work, the later bid will be considered official.
- 2.1.B.1 Electronic Bids will be received up to the hour of 2:00 PM, prevailing time, on 2/6/2024.
- 2.1.C Electronic Bid Opening. Electronic bids will be electronically opened and publicly read on 2/6/2024 / 2:30 PM on a Zoom call-in telephone number 312 626 6799, Meeting ID;830 5981 7866, Password 1867 and tabulated. A recording of the bid opening is available upon request.
- 2.2 Bid Documents.
- 2.2.A Bid Documents. The bid documents include, but are not limited to, the Notice to Bidders, bid forms, the project manual (including supplementary conditions, list of drawings, schedules and tables, details, and specifications), drawings, and addenda.
- 2.2.B Procurement. Up to 2 set(s) of Bid Documents per prequalified bidder of the divisions of work being bid may be obtained from the Professional Services Consultant by depositing a check made payable to the Professional Services Consultant in the amount of \$250.00 OR non-cash plan deposit programs which are guaranteed by contractor associations are acceptable.
- 2.2.C Return. If applicable, the above deposit will be refunded upon the return of the bid documents in good condition within ten (10) days after bid opening date. The bid documents shall remain the property of the Owner. They shall not be returned with the bids but shall be returned under separate cover to the Professional Services Consultant's office.
- 2.2.D Reference Sets. For the convenience of bidders, the project manual, drawings, and all addenda will be available for electronic viewing at no cost to potential bidders. Complete sets of printed documents will also be on file for reference at:
- 2.2.E Eastern Engineering, 404 E. University Ave., Champaign, IL. 61820, www.easternengineering.com, 217-359-3261.
- 2.3 Examining the Site. Arrangements to visit and examine the site in accordance with Document 00 20 00-General Instructions to Bidders may be made by contacting Mark Roessler, phone 217-333-2814, mroessler@uillinois.edu.
- 2.4 Annual Prequalification. Each bidder and each Protected Subcontractor if applicable is required to be prequalified on an annual basis with the Owner in accordance with Document 00 20 00-General Instructions to Bidders.
- 2.5 Project-Specific Prequalification. Project specific prequalification is not required for this project.
- 2.6 Pre-bid Conference. A virtual pre-bid conference for all parties interested in bidding the project will be held at 9:00 AM on 1/19/2024 on a Zoom call-in telephone number 312 626 6799, Meeting ID;843 6533 0991, Password 1867. A site visit will be held at 2:00 PM on 01/19/2024. Representatives of the Owner and the Professional Services Consultant will be present to answer questions regarding the project and bidding procedures. All prospective bidders are urged to attend.
- 2.7 IDOL Schedule of Current Prevailing Wage Rates. Pursuant to the Prevailing Wage Act, the most current schedule of prevailing wage rates for all crafts (which includes the hourly

basic wages, the hourly overtime rates, and the hourly fringe rates for health and welfare, insurance, vacation, and pension benefits) published by the Illinois Department of Labor for the locality in which the work is to be performed, that was available to the Owner at the time the documents were issued for bidding, is attached at the end of Document 00 90 00 and incorporated herein. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Owner, the revised rate shall apply to this contract. The prevailing rate of hourly wages is revised by the Illinois Department of Labor and is available on the Illinois Department of Labor's official website.

2.8 Builder's Risk/Property Insurance.

2.8.A Builder's Risk Insurance, pursuant to General Conditions Article 19, shall be provided by the Single Prime for the entire Project as determined by the Owner. Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project valued at \$0.00 USD shall be included in this Builders Risk Insurance coverage

2.8.B Property Insurance (contents including furniture, fixtures, equipment, etc.). Property Insurance is not required for this Project.

2.9 Liquidated Damages for Delay.

2.9.A For Delay in Substantial Completion. The parties acknowledge that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur significant actual damages of types and in amounts which are impossible or extremely difficult to calculate and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for delay in Substantial Completion that is not caused solely by the Owner (hereinafter "Contractor Delay"), the Contractor agrees that liquidated damages will be assessed and recovered by the Owner against Contractor in the event of Contractor Delay and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. To the best of their ability and based on information available to them as of the time of entering into this Contract, Contractor and Owner have estimated that the fairest and best approximation of actual damages that will be incurred for each day of Contractor Delay beyond the Contract Time is five hundred dollars (\$500.00 USD) per calendar day. Therefore, in lieu of actual damages, Contractor shall pay Owner liquidated damages in the aforesaid amount per day for each calendar day of Contractor Delay. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

2.9.B The (U22092) Material & Sciences Engineering Building – Eltoukhy Innovation Lab project impacts University operations such as project management, commissioning and inspection, and contract management that cannot be interrupted beyond the substantial completion date.

2.9.C When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes Contractor Delay for which Owner has withheld payment and Owner reasonably believes that there has been or will be no other event of Contractor Delay for which Owner would be entitled to withhold from amounts otherwise due Contractor, Owner shall promptly release to Contractor those funds withheld, in anticipation of liquidated damages.

2.10 Vendor Registration. The awarded low, responsive and responsible Bidder will be required to register with the Owner's Vendor Services Application and will be required to ensure that all Bidders' subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 'General Conditions' are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at:

<https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

2.11 Business Enterprise for Minorities, Women, and Persons with Disabilities Act. (BEP Act 30 ILCS 575) and Veterans Business Program (VBP) in accordance with the Illinois Procurement Code 30 ILCS 500/45-57.

2.11.A This project has diversity goals for participation by BEP certified owned businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act as defined in Document 00 20 00.

NOTE: These diversity goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00).

Each Bidder shall name the BEP and VBP certified firm(s) it intends to use to meet the specified goals set for this project on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00. Utilization of WMBE certified vendors must designate full participation as either a MBE or WBE when split goals are identified for purposes of meeting diversity goals. WMBE value may not be split between MBE and WBE. Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both. The goals for this project are as follows (“N/A” in “Combined Goal” column means split goals are in effect and “N/A” in “Split Goals” column means combined goals are in effect for each specific division of work):

Division of Work	BEP Combined Goal(s)	BEP Split Goal(s)			VBP Goal(s)
	MBE/WBE/PBE %	MBE %	WBE %	PBE %	VOSB or SDVOSB %
Single Prime	30.00	N/A	N/A	N/A	3.00

Refer to Document 00 30 00 for additional diversity and veteran goal participation requirements

END OF DOCUMENT 00 10 00