

THE BIDDING AND CONTRACT PROVISIONS

DOCUMENT 00 10 00 - NOTICE TO BIDDERS

(Standard Multiple 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:

1.0 PROJECT INFORMATION

1.1 Project Name. ILLINI UNION - SOUTH BUILDING EXHAUST FAN #3 DUCT
REMEDICATION AND RENOVATION

1.2 Project Number. U20084

1.3 Project Description.

The project consists of an environmental remediation for the kitchen exhaust fan system EF-3 and piping at the EF-3 duct riser shaft. After asbestos remediation, the exhaust fan EF-3 system will be leak tested, repaired, and insulated with fire wrap insulation. EF-3 hood demand control ventilation in room 70 will be modified. EF-3 hoods in the main kitchen 38 will remain and be capped for possible future utilization.

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.

Illini Union, 1401 W. Green Street, Urbana, IL 61801

1.5 Contract Documents Prepared By:

Grumman/Butkus Associates, Ltd.
820 Davis Street, Suite 300
Evanston, IL 60201

hereinafter referred to as the Professional Services Consultant.

2.0 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 following contract divisions of the project:

01 - General Work
03 - Heating Work
04 - Ventilation Work

NOTE: The following Contract Division(s) has (have) been incorporated into Contract Division 01 - General Work for this project and will not be bid separately.

05 - Electrical Work
06 - Sprinkler Work

2.1.B Assignments. The Owner shall assign the contracts for Contract Divisions

03 - Heating Work
04 - Ventilation Work

to the Contract Division 01 - General Work (Contractor) in accordance with paragraph 6.3 of the General Conditions. (Refer to paragraph 6.3 of the General Conditions and Article 5 of the Agreement for requirements concerning assignment of contracts.)

2.1.C Delivery. Submit bids on forms furnished by the Owner as one pdf < 200 MB at <https://przm.apps.uillinois.edu/przm/ocpweb.nsf/projectsuiuc?OpenView> for this project. If multiple bids are received for the same division of work, the later bid will be considered official.

2.1.C.1 Electronic Bids will be received up to the hour of 2:00pm, prevailing time, on 02/01/22, for Contract Division(s)

03 - Heating Work
04 - Ventilation Work

2.1.C.2 Electronic Bids will be received up to the hour of 2:00pm, prevailing time, on 02/03/22, for Contract Division

01 - General Work.

2.1.D Electronic Bid Opening. Division(s) 03 - Heating Work, 04 - Ventilation Work electronic bids will be electronically opened and publicly read on 02/01/22 / 2:30pm on a call-in telephone number Phone: (312) 626-6799, Meeting ID: 826 0504 3043, Password: 1867 and tabulated. Additionally, Division 01 - General Work electronic bids will be electronically opened and publicly read on 02/03/22 / 2:30pm on a call-in telephone number Phone: (312) 626-6799, Meeting ID: 821 9465 9645, 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 two (2) sets 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 Grumman/ Butkus Associates in the amount of \$250 OR non-cash plan deposit programs which are guaranteed by contractor associations are acceptable. Domestic shipping available for an additional cost of \$25.

- 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:
Eastern Engineering 404 E University, Champaign, IL 61820, P: 217-359-3261
<http://www.easternengineering.com>, champaign@easternengineering.com
- 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 Christopher Anzelmo, phone 217-300-6572.
- 2.4 Annual Prequalification. Each bidder 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 Prebid Conference. A virtual pre-bid conference for all parties interested in bidding the project will be held at 10:00am on 01/18/22 through Phone: (312) 626-6799, Meeting ID: 829 4363 0272, Password: 638383. The virtual pre-bid meeting is MANDATORY. An optional site walkthrough will follow at 11:30AM, starting in the main lobby of the Illini Union, 1401 W. Green Street, Urbana, IL 61801. 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 Division 01 - General Work 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-- 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 **One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) 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 completion of this project impacts loss of revenue from retail operations, potential fire risk, and relocation of important offices and cannot be supported 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.
- 2.9.D Should Owner assign a contract as contemplated in Document 00 70 00 – General Conditions Sec. 6.3, the Contractor will be referred to as "Assigned Subcontractor," and the contract shall be referred to as an "Assigned Subcontract."

For the purposes of allocating liquidated damages assessed by Owner to the contractor who accepts the assignment of the Assigned Subcontract (the "Lead Contractor"), the Assigned Subcontractor shall be responsible for that portion of the liquidated damages caused by the Assigned Subcontractor.

When Owner assesses liquidated damages or withholds payment due to Contractor Delay and Lead Contractor reasonably believes that Contractor Delay is attributable to Assigned Subcontractor, Lead Contractor shall be entitled, but not required, to assess liquidated damages or withhold from any amounts otherwise due Assigned Subcontractor an amount reasonably believed by Lead Contractor to be adequate to recover liquidated damages attributable to such delays. If and when Assigned Subcontractor overcomes Contractor Delay for which Lead Contractor has assessed liquidated damages or withheld payment, and Lead Contractor reasonably believes that there has been or will be no other event of Contractor Delay by Assigned Subcontractor, Lead Contractor shall promptly release to Assigned Subcontractor those funds withheld, but no longer applicable, as 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. 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) MBE/WBE/PBE %	BEP Split Goal(s)			VBP Goal(s) VOSB or SDVOSB %
		MBE %	WBE %	PBE %	
01 - General Work	30	N/A	N/A	N/A	3
03 - Heating Work	30	N/A	N/A	N/A	3
04 - Ventilation Work	30	N/A	N/A	N/A	3

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

END OF DOCUMENT 00 10 00