

**Kendall County Office Building
Board Room Renovations**

Issued for Bid
June 23rd, 2020

SECTION 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS:

- A. The Instructions to Bidders for this Project shall be per Kendall County and the Construction Documents contained via the Project Manuals and the Construction Drawings.

1.2 PROJECT DESCRIPTION:

- A. A general description of the project, is as follows (not to be taken as a complete description or extent of the work):
 - 1. Base Bid Board Room Renovations: Renovate the existing Second floor Board Room as per the Contract Drawings. Work to include demolition and renovation of existing Board Room and building Executive Conference Room for the County Board. Mechanically construction re-routing of duct work and new thermostats, etc. Electrically, requires new lights for the conference room as well adding circuits for exterior signage and outlets, etc. as required in the contract documents. Contractor to remove existing Board Room AV system and install in systems as required in the contract documents. New access control to be provided and installed to multiple doors as required in the Contract Documents.
 - 2. New Access Control on 3 doors as well as electrical work to be done on the Existing Historical Courthouse.

1.3 CODES AND PERMITS:

- A. Construction work shall be performed in compliance with the requirements of all applicable, local, state, and federal laws, regulations, and rules, and the requirements of the Construction Documents.
- B. Work shall not commence until the Contractor has secured a Building Construction Permit, and all insurance and the Material-Payment Bond requirements met.
- C. The Contractor shall pay for all inspection fees.
- D. Permit Application: Kendall County shall obtain the Building Permit and provide a copy to the Contractor.
- E. It is unlawful to engage in business in Kendall County as a General Contractor without first having obtained a building contractor / Business license.

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1.4 PROTECTION:

- A. Existing surrounding area and property shall be properly protected from damage and left undamaged from all operations of the Contractor.

1.5 BIDDING:

- A. The Method of Bidding for this Project shall be as indicated in the Proposal Forms.
- B. DATE, TIME, AND PLACE OF RECEIVING BIDS:
 - 1. Bids for "All Work/Turnkey" will be received by the Owner/Jim Smiley, Kendall County Facilities Director at 804 John Street, Suite B, Yorkville, IL., on July 27th, 2020. Bids will be held good and may not be withdrawn for a period of 60 calendar days from date of receipt.
 - a. Bids to be received before 3:00 pm.
- C. Bids will be publicly opened, read aloud and recorded.

1.6 COMPLETION SCHEDULE:

- A. Under the Base Bids, the work is to be commenced upon written notification to proceed after award of contract and shall be completed (Certificate of Substantial Completion) as listed below.
 - 1. Base Bid: Renovate the existing Second floor Board Room as per the Contract Drawings. Work to include demolition and renovation of existing Board Room and building Executive Conference Room for the County Board. Mechanically construction re-routing of duct work and new thermostats, etc. Electrically, requires new lights for the conference room as well adding circuits for exterior signage and outlets, etc. as required in the contract documents. Contractor to remove existing Board Room AV system and install in systems as required in the contract documents. New access control to be provided and installed to multiple doors as required in the Contract Documents.
 - a. Start on August 3, 2020, complete on or before January 31, 2021.

1.7 INTERPRETATIONS OR ADDENDA:

- A. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof.
- B. Requests for interpretations shall be made in writing to the Architect.
- C. Inquiries received seven or more days prior to the date fixed for opening of bids will be given consideration.

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- D. Changes to the Contract Documents will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Architect at least three days before Bids are opened.
- E. Addenda will be mailed to each bonafide bidding Contractor holding Contract Documents, but it shall be the Bidders' responsibility to make inquiries as to the Addenda issued and provide distribution of Addenda to all subcontractors and suppliers.
- F. Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

1.8 INSPECTION OF SITE:

- A. Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract.
- B. The Bidder should thoroughly examine and familiarize himself with the Drawings. Technical Specifications and all other Contract Documents.
- C. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding that which he should have been on notice as a result thereof.

1.9 BIDS:

- A. Bids must be submitted on forms supplied by the Architect and shall be subject to all requirements of the Contract Documents, including the Drawings, and these Instructions to Bidders. Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal Form by the Bidder.
- B. The Proposal Form and Bid Security shall be enclosed in an envelope which shall be sealed and clearly labeled with words "Proposal -, name of Project, name of Bidder, and date and time of bid opening", in order to guard against premature opening of bid.
- C. The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Proposal Form hereto attached, and at his option may reject same.
- D. Corrections, erasures or other changes in the Proposal must be explained or noted over the signature of the Bidder. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by Kendall County for the total of the submitted proposal. Owner will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by Kendall County by addendum to the Owner. The Contract to be utilized for said services is attached to these

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instructions as the “Agreement Forms” and must be agreed to by all Bidders submitting a proposal.

- E. The Owner will not be responsible for any expenses incurred by the Bidder in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- F. All variations to the stated specifications must be described in detail (free from ambiguity).
- G. The failure of a Bidder to promptly supply all information now or subsequently requested may result in the Bidder being eliminated from consideration.
- H. The contents of the proposal submitted by the successful Bidder and the invitation to bid will become a part of the contract awarded as a result of these specifications.
- I. The Owner reserves the right to request clarifications or corrections to proposals.
- J. The Bidder acknowledges that all proposal materials become the property of the Owner and, as such, may be available to the public. By submitting a proposal, the Bidder acknowledges that the Owner’s decision is final, binding, and conclusive upon the Bidder for all purposes.
- K. The Bidder is expected to comply with the true intent of this invitation to bid taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the Owner. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the Owner in writing, and the Owner will issue written corrections or clarifications. The Bidder is responsible for the contents of its Proposals and for satisfying the requirements set forth in the invitation to bid. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Bidder in the process of putting the proposal together.
- L. The Owner reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in the invitation to bid; (2) to supplement, amend, or otherwise modify the invitation to bid, without notice; (3) to request additional information from Bidders; (4) to reject any or all bids; and (5) to waive minor defects and technicalities.
- M. This contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.

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In order to process invoices, the following information must be submitted to the main office: *

- 1. A completed W-9**
- 2. A certificate of insurance**
- 3. A final and/or partial waiver with every invoice**
- 4. Certified Payroll records*with every invoice**

*The following websites may be helpful:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

W-9

Illinois Dept of Labor - Certified Payroll:

<http://www.state.il.us/agency/idol/forms/pdfs/IL452CM02.pdf>

Certified Transcript of Payroll

<http://www.state.il.us/agency/idol/forms/pdfs/CertAff.pdf>

Instructions

<http://www.state.il.us/agency/idol/forms/pdfs/IL452CM01.pdf>

Affidavit

US Department of Labor WH-347

<http://www.dol.gov/whd/forms/wh347.pdf>

IL Prevailing Wage by Month & County

<http://www.state.il.us/agency/idol/rates/rates.HTM>

1.10 SUBSTITUTIONS:

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- A. Each Bidder represents that his bid is based upon the materials, manufacturers and equipment described in the Bidding Documents.
- B. No substitution will be considered unless the request has been submitted to the Architect for approval at least ten (10) days prior to the date of Receipt of Bids. Substitution requests shall be written and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance, and test data, and any other data or information necessary for a complete evaluation by the Architect.
- C. If the Architect approves any proposed substitution, such approval will be set forth in an Addendum not less than seven (7) days prior to the date for Receipt of Bids.
- D. Consideration of substitutions may also be requested on separate sheets submitted with the bids. Such substitutions will not be considered in selection of the low bidder.

1.11 BID GUARANTY:

- A. The bid must be accompanied by a Bid Guaranty and shall not be less than 10% of the amount of the Base Bid.
- B. At the option of the Bidder, the Guaranty may be a Certified Check, Bank Draft, or a Bid Bond.
- C. The Bid Bond shall be secured by a Guaranty of a Surety Company acceptable to the Owner.
- D. No bid will be considered unless it is accompanied by the required Guaranty.
- E. Certified Check or Bank Draft must be made payable to the order of the Owner.
- F. Cash deposits will not be accepted.
- G. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the Surety Bond or Bonds by the successful Bidder, all as required by the Contract Documents.

1.12 AWARD OF CONTRACT – REJECTION OF BIDS:

- A. The Contract, if awarded, will be awarded to the responsible bidder submitting the lowest “Base Bids” for All Work; including General; complying with the Conditions of the Contract Documents, within the Owner’s Budget.

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- B. The Bidder to whom the awards are made will be notified at the earliest possible date.
- C. The Owner, however, reserves the right to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in his interest.
- D. The Bidder's failure to agree to the terms and conditions of the attached "Agreement Forms" or otherwise meet the mandatory requirements will result in the disqualification of the Bidder's proposal from further consideration as an unresponsive bid.
- E. Submission of a proposal confers no rights on the Bidder to selection or to a subsequent contract. This bidding process is for the Owner's benefit only and is intended to provide the Owner with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Owner's discretion.

1.13 CONTRACTOR REQUIREMENTS

- A. All interested Bidders shall meet the following requirements in order to bid this project:
- B. Be a licensed General Contractor in the State of Illinois and shall have five (5) years' experience minimum.
- C. As the Prime General Contractor, they shall provide evidence that they have a minimum bonding capacity of \$5,000,000. The Bonding Company must be licensed in the State of Illinois.
- D. As the Prime General Contractor, they shall provide a letter from the specified manufacturer(s) with their Bid Form, stating that they can obtain the specified guarantees.
- E. As the Prime General Contractor, they shall have their own place of business, equipment, staff and manpower, etc., required for the type of work that they are licensed to perform. The business address, equipment storage as well as the staff and manpower should be located within a 100-mile radius of the project site location.
- F. As the Prime General Contractor, they shall have successfully completed five (5) projects of the same size (or larger), scope, cost and guarantees in the last five (5) years. These projects shall be listed in the bid form for the system specified on this project. The foreman and manpower for this project should also have worked on five (5) projects of the same size (or larger) and scope in the last five (5) years, as represented on the Bid Form.
- G. As the Prime General Contractor, they shall be able to meet the necessary insurance limits required by the Contract Documents (see Supplementary General Conditions for insurance limits). The insurance company shall be acceptable to Owner.
- H. As the Prime General Contractor, they shall submit to the Owner for review a list of all subcontractors that are not listed on the Bid Form, within three (3) days after being notified that their bid has been accepted.

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- I. As the Prime General Contractor, represents and warrants that they are not currently and within the past five (5) years, have not been suspended, debarred, excluded or otherwise limited as a contractor, construction manager or participant in any state, federal or Illinois Purchasing Act governed construction contract, grant or reimbursement program. In the event Contractor is or has been suspended, debarred, excluded, or otherwise.

1.14 EXECUTION OF AGREEMENT AND PERFORMANCE AND PAYMENT BOND:

- A. Subsequent to the award and within ten days after the prescribed forms are prepared and presented for signature by the Architect, the successful General Contractor shall execute and return to the A/E, an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require. The submittal shall include the Performance Bond, Labor and Material Payment Bond and Insurance forms.
- B. The Contractor's Base Bid shall include all costs for providing a single Performance Bond and Labor and Material Payment Bond in favor of the Owner, covering work of all trades and assigned Contractors.
- C. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Contractor shall within the period specified above, furnish Surety Bonds in penal sums, each not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporation to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work. Such Bonds shall be in the same form as those included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current Power of Attorney for the person who signs for any Surety Company shall be attached to such Bonds. Bonds shall be signed by a Guaranty or Surety Company acceptable to the Owner.
- D. The failure of the successful Bidders to execute such Agreement and to supply the required Bonds within ten days after the prescribed forms as presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, may constitute a default.
- E. Bidders should note that the Project Manual consists of all pages listed in the Table of Contents. Upon notification, the A/E will furnish any pages missing from the Project Manual, or from the Drawings as printed.

1.15 STATUTORY REQUIREMENTS

- A. All applicable Federal and State laws, and the rules and regulations of all authorities having jurisdiction over construction of the project, shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written therein in full. This includes all current regulations with respect to paying the prevailing wage which shall be incorporated into this project.

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- B. Purchases of building materials for incorporation into this project are exempt from the Illinois Retailer's Occupation Tax and Use Tax (Sales Tax). The bidder shall exclude such taxes from consideration in preparing his bid.
- C. Kendall County will provide current TAX-Exempt Form.

1.16 OWNER/CONTRACTOR INCLUSION

- A. The following shall be included and a part of the Owner/Contractor Agreement for this project. The Contractor is solely responsible for the safety of all workers on this project.
- B. A provision shall be included in the contract with the Contractor and Owner which provides: (1) that the Contractor shall defend and indemnify the A/E and his consultants against any action or claims for construction worker injuries to the full extent permitted by law, but not for an amount of damages for which the A/E and/or his consultants have been found guilty of negligence; and (2) that the Contractor shall purchase and maintain insurance covering liability for claims for construction worker injuries for the benefit of themselves and the A/E and his consultants in settlement of, or as damages for, any such claims. Such insurance shall be for not less than the greatest amount of liability insurance specified in the Contract Documents. This shall not limit any other contractual obligations of the Contractor, Subcontractors or the parties hereto to indemnify or provide insurance for the benefit of any other party. If any part of this paragraph be deemed invalid by any court, then that part shall be deleted, and the remainder of this paragraph shall continue in full force.

1.17 PROTECTIVE PRECAUTIONS:

The Contractor, upon receiving contract acceptance or letter of intent, shall be able to proceed with work immediately after the published start date, subject to the following conditions:

Submit, discuss and obtain approval of the proposed schedule of work from the Owner and the A/E.

Every precaution must be taken to prevent any damage, loss or injury to any person, or to any property of the Owner.

All utilities on the properties shall be kept in proper operating conditions at all times. Should there be a need to temporarily disconnect any system, the Contractor shall notify (in writing) the following agencies, when the existing system is going to be inoperative, and that the building will be without a particular service for a period not to exceed one (1) day. Give a minimum of two days' notice to Owner.

The Fire Department.
Owner.
Architect/Engineer
Any other agency or department appropriate or responsible for a specific service.

The same notification shall be provided by the Contractor, if any of the other utilities will be temporarily inoperative.

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It is mandatory that the fire lanes be kept free of any obstructions at all times, unless otherwise authorized by the Owner and the Fire Department.

Parking for construction workers will be in areas as discussed with and designated by Owner and must be strictly adhered to.

All fire alarm, security alarm, and any other type of protection system MUST BE operable at all times when the buildings are occupied or could be occupied. If one of the systems is down, the fire department, Owner, etc., must be notified. The Contractor is responsible for monitoring and maintaining these systems in an operable and safe condition at all times.

1.18 PRE-CONSTRUCTION CONFERENCE:

- A. A “Pre-Construction” Conference will be scheduled shortly after the issuance of the “Notice to Proceed” to establish lines of communication, review schedules, project phases, and establish guidelines for execution of the work. This meeting is to be attended by the Contractor and primary subcontractors, the Owner; and the A/E.

1.19 CERTIFIED PAYROLL

Contractor shall complete the following form for each Certified Payroll provided. Provide monthly.

Certified Transcript of Payroll

State of Illinois
Illinois Department of Labor

IDOL Case File Number: _____ Payroll Start: _____ Payroll End: _____

	Contractor and/or Subcontractor							Public Body Information						
(Contract Number) (Project Number) (Project Location)	(Company Name) (Contact Name) (Street Address) (City) (State) (Zipcode) (Telephone Number)							(Public Body Name) (Contact Name) (Street Address) (City) (State) (Zipcode) (Telephone Number)						

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address Last Four of SSN & Telephone Number	PW	N	* Hours worked each day							Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period		
			SUN	MON	TUE	WED	THR	FRI	SAT					Gross	Net	
Labor Classification																
Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____																
Labor Classification																
Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____																
Labor Classification																
Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____																

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see Instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

***PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked**

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END OF SECTION 002113