

**SECTION 00 90 01
BIDDING AND CONTRACT REQUIREMENTS
ADDENDUM NUMBER (06)**

**SmithGroup, Inc.
35 E Wacker Dr #900
Chicago, IL 60661
312.641.0770**

To: Prospective Bidders

Issued: May 13, 2024

Re: ADDENDUM NUMBER (06) TO THE BIDDING DOCUMENTS FOR

Bid 24-032 Elgin Sports Complex Expansion

Architect's Project Number: 14106

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents dated April 11, 2024. Acknowledge receipt of this addendum in the space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

ADDENDA TO THE PROJECT MANUAL – VOLUME 1

1. UPDATE Instructions to Bidders - AWARD OF CONTRACT – Date modified
2. Section 321813.10 S-Playground Turf, delete paragraph 2.1.K and replace with the following: K. Engineered playground underlayment shall consist of Safety Foam Pro or approved equal. Recycled rubber is not an acceptable underlayment material.
3. Section 323300 S-Site Furnishings and Ornamental Fence, modify paragraph 2.5.A and 2.5.A.1 as follows: A. Manufacturers: Icon Shelter System, Inc., or Poligon, and 1. Models: Icon DS (Dual Slope) 36' x 64' TM or Poligon Northern Skyline 36' x 64'.

ADDENDA TO THE DRAWINGS – VOLUME 1

1. CD-100 - SITE PREPARATION PLAN - OVERALL: Added Keyed notes, revised Clear and Grub hatch, and modified sheet note.
2. CD-101-103 - SITE PREPARATION PLAN - AREA A-C: Added Keyed notes and revised Clear and Grub hatch.
3. CS-101: Revised Keynote D detail callout.
4. CS-401: Clarified Keynote G that cistern is aboveground. Added dimensions around transformers.
5. CS-500: Clarified Gravel Shoulder depth, Detail 4. Added clarifying text, Detail 19.
6. CS-503: Modified Detail 1.
7. CS-504, Detail 1: the callout “#6 gauge 1” mesh steel chain link fence galvanized after fabrication” should be changed to “#9 gauge 2” mesh galvanized chain link fence fabric”
8. CS-504, Detail 2: the callout “#6 gauge 1” mesh steel chain link fence galvanized after fabrication” should be changed to “#9 gauge 1” mesh galvanized chain link fence fabric” and applies to the panic gate and the first fence panel on either side of the panic gate.
9. CS-504: Modified Detail 5.
10. CS-505: Added Note to Detail 4.
11. CS-506: Modified Detail 3.
12. CS-508: Modified Detail 1, 2 & 3.
13. E-500 - ELECTRICAL ONE-LINE DIAGRAM AND DETAILS – Updated riser diagram, notes and schedule.

14. ALT-104 - ALTERNATE 4 -PARKING LOT 2: Updated grading, site layout, planting, and added wall and guardrail.
15. ALT-500: Modified Detail 8 Xtower height.
16. S-500: STRUCTURAL DETAILS – Updated Cistern Foundation Detail
17. CU-100 through CU-103 – UTILITY PLAN: updates to water main design layout
18. CU-208 through CU-214 – STORM SEWER PLAN AND PROFILE: updated pipe materials, structure, and storm sewer pipe depth/slope.
19. CU-215 Water Main: added profiles to provide design information for portions not previously released, updated sheet notes and legend, updated pipe materials, size, fittings/appurtenance, and depth/slope.

ADDENDA TO THE PROJECT MANUAL – VOLUME 2

1. NONE

ADDENDA TO THE DRAWINGS – VOLUME 2

1. A-501 – TYPICAL ASSEMBLIES – Detail updates.
2. A-611 - OPENINGS SCHEDULES & TYPES – Schedule updates.
3. A-631 - MATERIAL, FINISH, & FIXTURE SCHEDULES – Schedule updates.

CLARIFICATIONS – VOLUME 1:

1. Does allowance - Items ordered by the engineer \$2,000,000 need to be bonded by the General Contractor? **The allowance is part of the bid. Bonding requirements apply as specified in the Project Manual and accompanying documents.**
2. I am reviewing the docs for what need to be submitted with the bid and it calls out Contractor Qualifications, but I am having difficulty locating what this entails. Do you just want an AIA 305? Any other requirements? **Please provide a AIA 305 form and accompanying exhibits.**
3. 1. Permits and Fees: o Will we be required to carry any permit or inspection fees in our bid or are they being waived for this project? **Permits fees are anticipated to be waived for the City of Elgin, however any fees not waived are payable by the contractor. The contractor is required to secure necessary permits. Fees for inspections provided by the contractor are the contractor's responsibility.**
4. Please advise as to whether the City of Elgin will require a building permit for the work to be provided under this contract. If so, clarify responsibility for any associated fees. **Elgin does require a building permit. Fees for permits provided by the City of Elgin are expected to be waived.**
5. Vol. 1 Page E101 – Key note E108 does not appear on the drawings or any other drawing that we could locate, please provide location of this note and/or details for the site telecom scope. This keynote is in reference to telecom/fiber scope of work which was deferred to Addendum 3. **Disregard this keynote and refer to Addendum 3 E-120 series drawings dated 5/2/2024 for all telecom/fiber/security scope of work.**
6. The drawings show to bring a 2 ½” conduit into the Musco pole lights. In our electricians experience with Musco pole light bases they don't receive anything bigger than a 1 ¼” conduit. Please advise. **Conduit size limitations with Musco are based on their pole size. Due to the pole size on this project, it's been confirmed that the prefab bases contain 2.5" conduit openings. No drawing changes.**
7. Detail 1 for the Synthetic Turf on Alternate 1 calls out the Turf Base P210 on top of the CA-7 Stone. It is our understanding that the P210 will fall into the voids that the CA-7 will create. Please advise on if there should be any additional layer of geofabric between the CA-7 and Turf Base P210. (see snip below for reference). **Please bid as drawn/specified.**

8. Alternate 3 concerning the Playground calls out for Safety Fall Zones around the equipment. No details were provided identifying different turf in these areas. Please provide layer details for the Safety Fall Zones identified in Detail 8 on Drawing ALT-500. **See Addendum 6 - ALT-500 update.**
9. Addendum #5 listed the Nu-Edge X Tower as a 14' CFH. Please confirm that an 8' CFH is correct. **Please see updated fall heights on ALT-500 in Addendum 6.**
10. A keyed note for the wood benches was added to sheet CS-401 in Addendum #5. There are (11) bench locations shown on this sheet, some of which scale at 6'-0" long and some that scale at 8'-0" long. Does this bench location clarification supersede note #3 on 5/CS-506 that states we are to include (20) 8'-0" benches for bidding purposes? **Please provide the number indicated on CS-506 (this number includes alternates). Additional benches are for incorporation at a later date.**
11. Sheets IR-200, IR-201, ALT-200, and ALT-201 were re-issued in Addendum #5 with the same revision clouding and plan date as Addendum #3. We did overlays of the addendum plans (Addendum #5 in red, Addendum #3 in black) and could not find any revisions. Please clarify what changed on these plans or were the Addendum #3 plans re-issued in error. **Only IR-100 was updated in the Addendum 5 issuance. This included changes to the IDPH Rainwater Re-Use and Approval Notes and The Trace Wire Notes.**
12. After review of the site and CD's for the Tree Preservation, Removal and Salvage portion of the project, there appear to be numerous mid-size trees not addressed. Can you provide a range of tree diameters that might be considered a "maximum" size to be left on site or is Homer removing all trees? **See updated CD Series sheets in Addendum 6.**
13. Also, we feel it is likely the topsoil on site will be unusable due to the volume of brush growing onsite. To level the playing field for all bidders, can you address the potential need to import all topsoil. **Contractors to determine the reusability of the topsoil based on requirements in the specifications, drawings and any site investigation/testing needed.**
14. In the chain link specs, they call out for a 2" mesh but on Page CS-504, the chain link detail calls out for 1" mesh. **See updated language in Addenda to the Drawings - Volume 1**
15. Please provide clarification on Alternate #2 for the irrigation system. There is no mention for the contractor to eliminate any scope of the base bid field 3 irrigation shown on IR-100 if Alternate #2 is selected. Please clarify. **Nothing from base bid needs to be removed if Alternate 2 – Field 3 Irrigation is selected.**
16. Please clarify the quantities of the soccer and lacrosse goals required for Alternate #2. The plan view on sheet ALT-102 reissued in Addendum #3 shows two of each type, but Keyed Notes D & E on the same sheet call for four of each type. **Two of each type.**
17. On Page CU-214 you show multiple 24" concrete pipes going into 24" catch basins. This is not possible. There are other pages that show 12" pipe going into 12" catch basins or more 24" pipes into/ from a 24" basin as well. Please review and update the basin or pipe sizes to ones that are possible. **See updated CU Series sheets in Addendum 6.**

CLARIFICATIONS – VOLUME 2:

1. Wall type A-S, per the wall type schedule, the wall type shows that it goes to the underside of the finished ceiling. Should we include a Tear-a-way bead at this point, or tape it to the drywall ceiling? Also, this wall type runs from the corridor to the Mechanical and storage rooms, then the wall type goes to 6" above the finished corridor drywall ceiling. I am not sure what they want as Addendum #4 is not clear. **Wall Type A-S3 only needs to go up to the finished ceiling, but may extend slightly above as needed for a finished wall-to-ceiling transition. Means-and-methods to achieve the finished condition may vary; tear-away bead is an acceptable solution.**
2. For the wall type that goes to the underside of the Deck (A1S6), what is being used for the "Fire Resistive Joint System"? Are you stuffing the deck flutes and installing a metal flat stock before the Deflection Track so a "Castle Cut" is not needed for the drywall? On the exposed side, we plan on a Tear-a-way bead at the top of the wall. Additionally, we will include a tear-a-way bead at the exposed walls where there is no ceiling on the walls that go 6" above the finished ceilings. **Wall Type A1S6 is a 1-hr rated partition, thus A1S6 must go to deck and be fire-sealed per 1/A-601,**

means and methods to achieve the finished condition may vary, provided the rating is maintained. Please provide a submittal demonstrating compliance, for Architect's review.

3. 4/A-501 Keynote 07.03 calls for (UL-1) Roofing underlayment per manufacturer requirements as specified (Div.-07), continuous entire roof deck. Is this by the standing seam roof contractor? **Underlayment shall be provided as part of the standing seam roofing system, per roofing manufacturer's requirements and as needed to maintain roofing warranty; our assumption is this would be provided by the roofing contractor.**
4. Keynote 07.21 (Insul-2) Polyiso rigid board insulation as specified (Div.-07), 2 layers continuous between over framing members, provide (Min) thickness indicated, stagger seams. No thickness is shown. **Thickness shall match the full-depth of overframing, 2X8 (7 1/4" actual) per Keynote 06.06, Sheet A-521. Drawings will be revised and dimension added for clarity, see Addendum 6, detail 4/A-501.**
5. Keynote 07.31 OSB/ Plywood sheathing W/ integral weather-resistive barrier as specified (Div.-07), tape seams and seal all seams and penetrations for continuous air-barrier in between the roof sections. **The referenced division is incorrect, should be Division 06, see specification section 061600 B - Sheathing. Keynote will be corrected for clarity.**
6. All 3 Keynotes state what is specified in (Div. 07). Volume 1 Division 07 – Thermal and Moisture Protection states NOT APPLICABLE. What do we include? **See Volume 2 Sheet A-631, Material and Finish Schedule, 07 Thermal and Moisture Protection, INSUL-2; manufacturer may vary, please provide submittal for Architect's review and approval.**
7. Drawing A-611, the Window Schedule shows C3 and F1 type windows going in at the Maintenance building and provides quantities. Please confirm where window types C3 and F1 are located on the maintenance building. **The Type C3 windows were included in error, there are no windows of that type in the project at this time; you may disregard. The Window Schedule will be corrected, see Addendum 6 Volume 2 drawings. Type F1 is a fixed interior light between Office 2 M105 and Equipment Storage Area M106.**
8. Please provide basis of design and spec sections for the Conc-1 and Conc-2 floor finished called out in the Room Finish Schedule. **Refer to project specifications, Volume 2, "033546 B - Concrete Floor Sealer and Hardener" and "096723 B - Resinous Flooring."**
9. Detail 9 Clerestory Window Head on Drawing A-531 identifies a grouted band sitting on a 2x8 above the clerestory windows in the Concession Building. Please confirm if there are any additional supports required to support the exterior facade above the clerestory windows. **Refer to structural drawings for all structural requirements at headers; at the exterior facade above the window openings, the cladding is Fibercement Vented Rainscreen Siding as indicated in the Volume 2 drawing and specifications: see Exterior Elevations on sheet A-201, assembly details on sheet A-501, material schedule on sheet A-631, and specifications section "074646 B - Fiber-Cement Siding." For attachment of the rainscreen cladding, provide thermally-broken fiberglass girts (GreenGirt, or equivalent) and furring strips to attach the cladding per manufacturer requirements.**
10. The drawings call for an 8"x16" Structural Glazed Tile at the Concession Building. 8"x16" structural glazed tile is not manufactured anymore and will only come in 8"x8" units. Please confirm if we can utilize this ILO the 8"x16" glazed units. **Design intent is 8"x16" running bond, per the elevations. Noted that Elgin Butler series 4W is only available in 8"x8", however the 8W series may be available in 8"x16" Please check 8W series and provide if available. Drawings will be corrected for clarity, see Volume 2, Sheet A-631, Material and Finish Schedule. If 8W series is not available, 4W 8"x8" may be submitted for review by the Architect and Engineer for approval if it meets design and structural requirements, final approval pending review of submittal.**
11. Detail 1/A511 cut section refers to 1/A-551 which calls for the benches in the Restrooms is noted as Salvaged Wood, Section/Elevations 2&8/A-211 calls out these same benches to be SS-1. Drawing A-631 Material and Finish schedule calls out SS-1 as Solid Surface Corian. Please Clarify if Salvaged Wood or SS-1 Corian. **Confirmed bench is to be solid surface (SS-1). Drawings and notes are corrected for clarity see Addendum 4, sheet A-551.**
12. Section 5/A311 and Detail 2/A-531 the sill/counter outside the service window is not called out. On the inside you call out the Stainless Steel counter however we do not see on the exterior material

being called out, Please identify **Confirmed: Provide stainless steel, grade 316, at exterior sill/counter at Service Window.**

13. Please advise if Chief Buildings and/or Ceco Buildings are acceptable manufacturers for consideration in specification section 133419—Metal Building Systems. **Chief Buildings and/or Ceco Buildings may be approved for this project, subject to compliance with requirements and ability to meet all aspects of the design intent per the design drawings and specifications; final approval is subject to review of a full submittal by the project Architect.**
14. There is a conflicting Keynote on the wood soffit. This can be found on A-501 Keynote 06.05; Wood soffit by Prefabricator, confirm species, color, and finish. This is shown on Elevations 13 & 15 of the Maintenance Building soffit. **“Stated conflict is not clear. The design intent is for a wood soffit at the Maintenance Building, both at the exposed underside of all eaves and at the exposed underside of the Porch. See 2/A-112 Reflected Ceiling Plan - Maintenance Building for representation of the extent of soffit. Wood soffit may be provided by the prefabricator as indicated in the Keynote, or as delegated design if the prefabricator cannot meet the design intent. In either case, please provide samples for architect's review to confirm species, color, and finish, per the keynote.”**
15. 3. Related to question #8 from the previous email below, specification section 083313 references an alternate bid for stainless steel doors. If coiling counter doors are required, please advise where the alternate bid for stainless steel should be entered on the bid form. None of the scheduled alternates are related to coiling counter doors. **Confirmed: lockable coiling OH counter doors are required, in addition to the sliding service windows; Galvanized or Stainless steel may be provided, meeting the design intent, no bid alternate required.**

This addendum consists of (6) pages, excluding attachments.

END 00 90 01.

Attachments:

1. **Specifications – Volume 1:**
 - a. INSTRUCTIONS TO BIDDERS
2. **Drawings – Volume 1:**
 - a. CD-100 - SITE PREPARATION PLAN - OVERALL
 - b. CD-101 - SITE PREPARATION PLAN - AREA A
 - c. CD-102 - SITE PREPARATION PLAN - AREA B
 - d. CD-103 - SITE PREPARATION PLAN - AREA C
 - e. CS-101 - LAYOUT AND MATERIALS PLAN - AREA A
 - f. CS-401 - PLAZA ENLARGEMENT
 - g. CS-500 - SITE DETAILS – HARDSCAPE
 - h. CS-503 - SITE DETAILS - NETTING
 - i. CS-504 - SITE DETAILS - FENCE
 - j. CS-505 - SITE DETAILS – SYNTHETIC FIELD
 - k. CS-506 - SITE DETAILS – SITE FURNISHINGS
 - l. CS-508 - SITE DETAILS – TRASH ENCLOSURE
 - m. S-500 - STRUCTURAL DETAILS
 - n. CU-100 - UTILITY PLAN - OVERALL
 - o. CU-101 - UTILITY PLAN - AREA A
 - p. CU-102 - UTILITY PLAN - AREA B
 - q. CU-103 - UTILITY PLAN - AREA C
 - r. CU-208 - STORM SEWER PLAN AND PROFILE
 - s. CU- 209 - STORM SEWER PLAN AND PROFILE
 - t. CU-210 - STORM SEWER PLAN AND PROFILE
 - u. CU-211 - STORM SEWER PLAN AND PROFILE
 - v. CU-212 - STORM SEWER PLAN AND PROFILE

- w. CU-213 - STORM SEWER PLAN AND PROFILE
- x. CU-214 - STORM SEWER PLAN AND PROFILE
- y. CU-215 - WATER MAIN PLAN AND PROFILE
- z. ALT-104 - ALTERNATE 4 - PARKING LOT 2
- aa. ALT-500 - ALTERNATE DETAILS

3. Specifications – Volume 2:

- a. None

4. Drawings – Volume 2:

- a. A-501 – TYPICAL ASSEMBLIES
- b. A-611 - OPENINGS SCHEDULES & TYPES
- c. A-631 - MATERIAL, FINISH, & FIXTURE SCHEDULES

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

1. DEFINITIONS AND TERMINOLOGY

Definitions, of the General Terms and Conditions of the Contract (“General Terms and Conditions”) included in the Project Manual are incorporated by reference as if fully rewritten herein. In the event of a conflict between the definitions herein and those found in the General Terms and Conditions, the former shall govern for the purpose of this section only. All other terms which are not herein defined have their ordinary dictionary meaning.

ADDENDUM (ADDENDA, PLURAL)-An Addendum is a document issued by the City prior to the opening of the General Bids which clarifies, amends, or modifies the Bidding Documents or the Contract Documents.

ALTERNATE BID-An Alternate Bid (or An Alternate) is a proposal for work which is bid alternatively to the original bid proposal pursuant to instructions contained in the Bid Form. Such alternative bids may include proposals for work that is different in scope from that contained in the Base Bid.

BASE BID-A Base Bid is the sum proposed by a Bidder to perform the Work and does not include any Alternate Bids.

BID-A Bid is a proposal to do the Work for a specified sum and includes accompanying forms which are required to be submitted.

BIDDER-A Bidder is an entity that submits a Bid.

BIDDING DOCUMENTS-The Bidding Documents are comprised of the entire Project Manual, which includes, but is not limited to, the Invitation to Bid (advertisement), the Instructions to Bidders, all of the forms (e.g., Bid forms, sample Agreement form, bond forms), the wage rates, the General Terms and Conditions of the Contract, any supplementary terms and conditions thereto, the Drawings, the Specifications, and all addenda.

BUSINESS DAYS-Business days are defined as all days of the week excluding Saturdays, Sundays, and those holidays for which the City offices are closed for observance.

CONTRACT DOCUMENTS- The Contract Documents consist of the Agreement, the Certificates of Insurance, Bonds, Notice of Award, Notice to Proceed, General Conditions, Supplementary Conditions, Specifications, Drawings, Addenda, Contractor’s Bid, City Forms, and any subsequent written amendments to the documents listed herein.

PROJECT-The Project is the total Construction to be provided under the Contract Documents and the Work may be the whole or a part of the Project as indicated elsewhere in the Contract Documents and may include construction by the City or by separate contractors. The Project is the Work described in the Bidding Documents.

PURCHASING DEPARTMENT-The Purchasing Department refers to the City of Elgin Purchasing Department located at 150 Dexter Court, Elgin IL.

WORK-Work refers to the services and the entire completed construction or the various separately identifiable parts thereof required by the Contract Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

2. COPIES OF BIDDING DOCUMENTS

A Bidder may obtain complete sets of Bidding Documents <https://cityofelgin.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>.

No partial sets of Bidding Documents shall be issued.

It is the responsibility of the Bidder to insure that it has obtained a complete set of Bidding Documents. Complete sets of Bidding Documents shall be used in preparing Bids. The City shall not be liable for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, or any other reason, in preparing the Bids.

Distribution of the Bidding Documents is for the sole purpose of obtaining Bids and does not confer a license or grant permission for any other use of the Bidding Documents.

3. STATE WAGE RATE REQUIREMENTS

The minimum prevailing wage rates are included with the Bidding Documents and apply to this Project. Bidder shall comply with all statutory requirements regarding prevailing wage rates.

Bidder, if awarded the contract, will keep accurate records showing the name, address, telephone number, social security number, occupation, hourly wages (including itemized hourly cash and fringe rates), hours worked each day, gross and net weekly wages for each laborer, worker and mechanic employed on the Work. The records shall be provided on a weekly basis to the City. The bidder shall collect and forward to the City the certified payrolls of all its subcontractors. The prevailing wage for any trade may change during the life of the Project. The selected Bidder and all its subcontractors shall be responsible for checking the Illinois Department of Labor web page (<http://www.state.il.us/agency/idol/>) to ensure that they are paying the current rate. If the City discovers any discrepancies between the prevailing wage rates as apply to the Work and the Bidder's payrolls, or if the Bidder or a subcontractor fails to submit payrolls, no further payments shall be made to the Bidder until the discrepancy is corrected.

4. QUESTIONS AND INTERPRETATIONS

All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to the City's Purchasing Director or applicable department contact specified in the Invitation no later than five calendar days prior to the date set for the opening of Bids. Any questions received after such time shall be answered at the discretion of the City.

Written clarifications or interpretations shall be issued by the Purchasing Department in the form of an Addendum. Only questions answered by an Addendum shall be binding. Oral clarifications or interpretations shall be without legal effect. Addenda shall either be faxed or emailed to all persons having received Bidding Documents from the Purchasing Department.

Each Bidder shall be responsible for determining that it has received all Addenda issued.

A Mandatory Pre-Bid meeting will be held on April 24, 2024 at 3:00 pm CDT. The meeting will be held at the Centre of Elgin, 100 Symphony Way, Elgin, IL 60120 in the Administration Offices conference room. The Mandatory Pre-Bid meeting will also be held via ZOOM at this link <https://us06web.zoom.us/j/5244460513?pwd=QXkzSkIOMjl2T1hKTVh2eG9hbG9Odz09&omn=89574302964>. Meeting ID: 524 446 0513, Passcode: 0K70sB. Or one tap mobile 13126266799,,5244460513#.Any entity planning to submit a Bid must attend or participate.

5. THE BID

BIDDER'S REPRESENTATIONS.

In submitting a Bid, the Bidder represents that:

- it has read and examined the Bidding Documents thoroughly;
- it understands the Bidding Documents;
- the Bid is made in accordance with the Bidding Documents;
- it has visited the site, has become familiar with the conditions of the site and the surrounding area, and has familiarized itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
- it has correlated its own observations with the Bidding Documents;
- it has found no errors, conflicts, ambiguities, or omissions in the Bidding Documents, except for those that it has brought to the City's attention either orally at a pre-bid conference or in writing at least five (5) calendar days prior to submitting its Bid;
- it is familiar with all of the applicable Federal, State, and City laws, rules, regulations, and procedures affecting its Bid and its Bid is in conformity with those laws, rules, regulations, and procedures;
- the Bidder has complied with every requirement of these Instructions and that the Bidding Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for the performance of the Work; and
- Bidder hereby waives and releases any and all rights it may have pursuant to the Public Construction Contract Act, 30 ILCS 557/1 et.seq.

BID CONTENTS.

The checklists below are included for the bidders' convenience only and shall not be construed to constitute a waiver or abridgement of the City's right to reject any or all bids.

A Bid shall include:

- a completed Bid form
- a Bid deposit;
- Certification Requirements
- Bidder's Employee Utilization
- Sexual Harassment Forms
- Responsible Bidder's Affidavit
- Qualifications of Bidder
- Signed Agreement

RIGHT TO WAIVE INFORMALITIES AND PERMIT CURATIVE MEASURES.

The City reserves the right to waive any Bid informalities. The City may permit bidders who fail to include forms not otherwise required by law to cure such omission(s) within five days of bid opening, in the City's sole discretion.

Bid Deposits: Unless otherwise stated, every Bid shall be accompanied by a Bid deposit in the form of an original Bid bond, certified check or a treasurer's, or cashier's check issued by a responsible bank or trust company, payable to the City of Elgin. The Bid bond shall be (a) in a form satisfactory to the City; (b) with a surety company qualified to do business in the state of Illinois and satisfactory to the City; and (c) conditioned upon the faithful performance by the bidder of the terms contained in the Bid. The Bid deposit shall be not less than five percent (5 %) of the value of the Bid.

Bids Forms. Each Bid shall be submitted on the Bid form included in the Project Manual. In the case of a conflict between dollar figures and words, written amounts shall control over dollar figures. All blank spaces shall be filled. Any and all blank spaces shall constitute sufficient cause to reject any bid. The Bid form shall be completed in ink or by typewriter.

Acknowledgment of Addenda. Each Bidder shall acknowledge the receipt of all Addenda (the numbers of which are to be filled in on the Bid form by the Bidder). A Bidder's failure to acknowledge any Addendum shall constitute sufficient cause for rejection of a bid at the City's sole discretion.

SUBMISSION OF A BID.

Prior to the deadline for receipt of Bids, each Bid Bond shall be submitted to the Purchasing Department in a sealed envelope which is plainly marked on the outside with the name and address of the Bidder, the title of the Project, and the date and time of the Bid opening no later than **May 9, 2024 at noon CDT.** All Bid submissions must be entered into the City of Elgin's web portal at <https://cityofelgin.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>, no later than **May 9, 2024 at 3:00 pm CDT.** Any Bid received after the deadline shall not be accepted. Any Bid submitted to any other office or department of the City and received by the Purchasing Department after the deadline for receipt of Bids shall not be accepted. It is the responsibility of the Bidder to ensure that its Bid is received by the Purchasing Department in a timely fashion. The deadline for receipt of Bids can be extended by Addendum only.

Bids may not be submitted orally, by facsimile, by telephone, or by any other method except for the method described above.

MODIFICATION OF A BID.

A Bid may be modified only by submitting any such modification executed in the same manner as a Bid, through the City of Elgin's web portal at <https://cityofelgin.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>. Contact the Purchasing Department for instructions.

WITHDRAWAL OF A BID.

Prior to Bid opening. A Bid may be withdrawn before the time designated for opening Bids. All requests for withdrawal of a bid shall go through the City of Elgin's web portal at <https://cityofelgin.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>. Contact the Purchasing Department for instructions. Withdrawal of a Bid prior to the Bid opening time shall not prejudice the right of a Bidder to resubmit a Bid. A Bid cannot be withdrawn after the Bid opening time except as provided in the Bidding Documents.

After Bid opening. In the case of death, disability, clearly apparent clerical error, a Bidder may withdraw its Bid after the time designated for Bid opening, if within five (5) days of the date designated for opening its Bid, such Bidder submits a statement under the penalties of perjury to the Purchasing Department detailing the basis for withdrawal. The City shall then make a determination as to whether

such Bidder shall be permitted to withdraw such bid. Such a determination shall be in the City's sole discretion. In such case, the Bid Deposit shall be returned to the Bidder.

BID OPENING.

All Bids received prior to the date and time designated for the Bid opening shall be available on the City's electronic web portal at <https://cityofelgin.ionwave.net/AwardedSourcingEvents.aspx>.

PUBLIC BID REVIEW AND INSPECTION.

Upon opening, all Bids become public records except for any portions thereof that are not subject to public disclosure as a matter of law.

Bids may be reviewed by the public in a manner set forth by the Purchasing Department.

Any Bidder who objects to a Bid may protest the Bid. Bid protests shall be governed by Elgin Municipal Code Chapter 5.26.

LOCAL PURCHASING PREFERENCE: Bids from responsible and responsive local businesses that do not exceed the lowest bid price from a responsive and responsible nonlocal business by more than two percent (2%) but no more than \$500 for contracts of \$25,000 or less or by more than one percent (1%) but no more than \$2,500 for contracts in excess of \$25,000 shall be awarded to the local businesses. A local business is a business authorized to do business under the laws of the City of Elgin, a business with its principal place of business located within the corporate limits of the City of Elgin, which has the majority of its regular, full-time workforce located within the City of Elgin and is subject to City of Elgin taxes including, but not limited to, sales taxes.

6. RESERVATION OF RIGHTS TO REJECT BIDS

The City reserves the right to reject any or all Bids, if it is in the public interest to do so.

The City reserves the right to reject the Bid of any Bidder who, either in its own right or through an affiliation with another entity which the City has determined has not completed a prior project, whether with the City or elsewhere, because of the fault of the Bidder, its Subcontractors or employees; has been declared in default on a prior contract whether with the City or elsewhere; has failed to complete a prior project in a timely fashion whether with the City or elsewhere; based on its work record, is not capable of performing the within Contract whether due to lack of sufficient prior experience, as determined by the City, or any other reason; has a work record of its Subcontractors demanding direct payment from the owner; has a work record of its Subcontractors, employees or material suppliers complaining to the City or other awarding authority regarding the Bidder's failure to pay them; has a record of complaints made to the City or other awarding authority by persons offended by the behavior of the Bidder, its Subcontractors or employees; or has a record of its failure to comply with State of Illinois and/or City laws or requirements. "Work record" or "record" constitutes a minimum of one event in the work history of the Bidder.

The City shall reject every Bid that is not accompanied by a Bid deposit.

7. AWARD OF CONTRACT

The City shall award the contract to the lowest responsible (as defined in Elgin Municipal Code Chapter 5.04) and responsive (as defined in Elgin Municipal Code Chapter 5.04) Bidder within 90 days after the date of the opening of the Bids. If the successful Bidder fails to execute a contract in accordance with the terms of its Bid and to furnish all applicable bonds, an award shall be made to the next lowest

responsible and responsive Bidder. The time limit provided above shall not be applicable to a second or subsequent award.

Any Bidder who fails to execute a contract and furnish applicable bonds shall forfeit its Bid deposit which shall become the property of the City. The amount retained by the City shall not exceed the difference between the lowest Bid price and the Bid price of the next lowest responsible and eligible bidder.

The City shall notify the selected Bidder and all other Bidders of the award.

The City shall submit to the selected Bidder a Notice of Award and at least four (4) unsigned copies of the Agreement between the City and the Contractor. The Bidder shall return all executed copies of the Agreement, all bonds and insurance certificates to the City's Purchasing Director within 10 Business Days of the notice of the notice of award.

The selected bidder will be required to furnish a Performance and Payment Bond equal to one hundred percent (100%) of the total contract price in accordance with the provisions stated in the Information for Bidders.

The selected Bidder shall also provide a written substance abuse program that conforms with the requirements of Public Act 095-0635, or a copy of its union contract that establishes a drug/alcohol testing program, prior to the performance of the Work.

Failure of the selected Bidder to submit such documents in a timely fashion as provided above may result in the withdrawal of the award, at the City's discretion. The City shall return one executed copy of the Agreement to the Contractor. Time is of the essence in the performance of the Agreement.

ALL certified payroll must be submitted with an Application for Payment. All invoices go to City of Elgin Parks and Recreation Department, 100 Symphony Way, Elgin, IL 60120. All certified payroll should be submitted on a flash drive and mailed to City of Elgin Purchasing Department, 150 Dexter Court, Elgin, IL 60120 or emailed on a monthly basis to denye_d@cityofelgin.org.

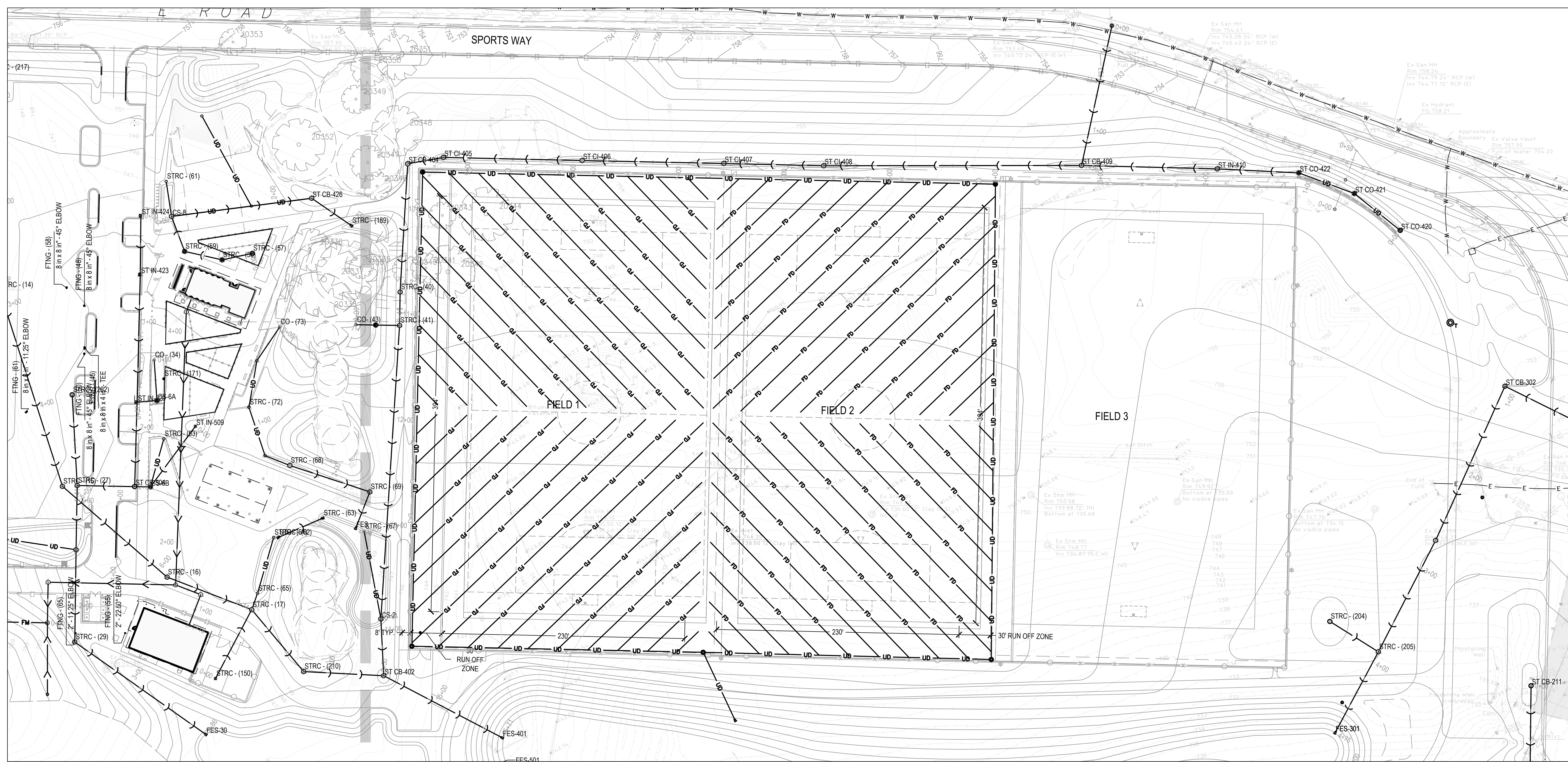
8. COMPLETION TIME

The selected Bidder shall commence work not less than 10 days following receipt of a written "Notice to Proceed" and shall substantially complete the project within 15 Months from the date of the Notice to Proceed but not later than September 15, 2025. If any conflict exists between the date provided in the Agreement and these instructions, the Agreement shall prevail. Selected Bidder shall also pay as liquidated damages the sum of **\$1,000** for each calendar day thereafter that the work remains unfinished.

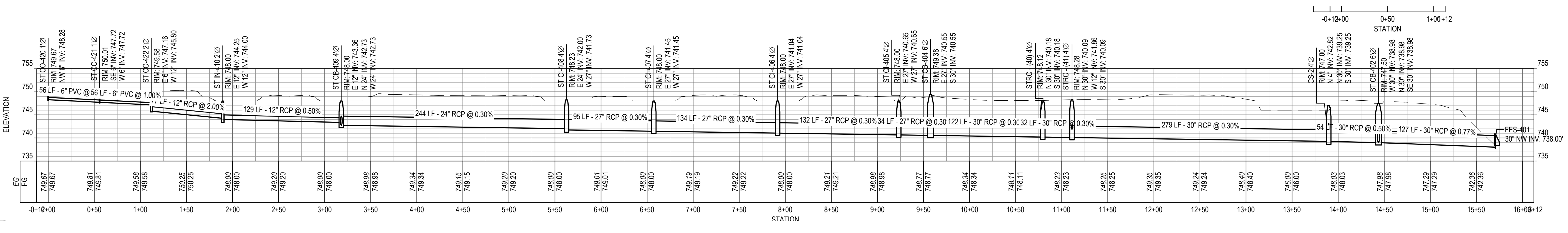
Selected Bidder agrees that such liquidated damages constitute a reasonable, good faith estimate of damages actually incurred by the City and do not constitute a penalty. Such aforementioned liquidated damages shall constitute the sole recourse for the City for violation of this paragraph.

DAINA L. DENYE
PURCHASING DIRECTOR

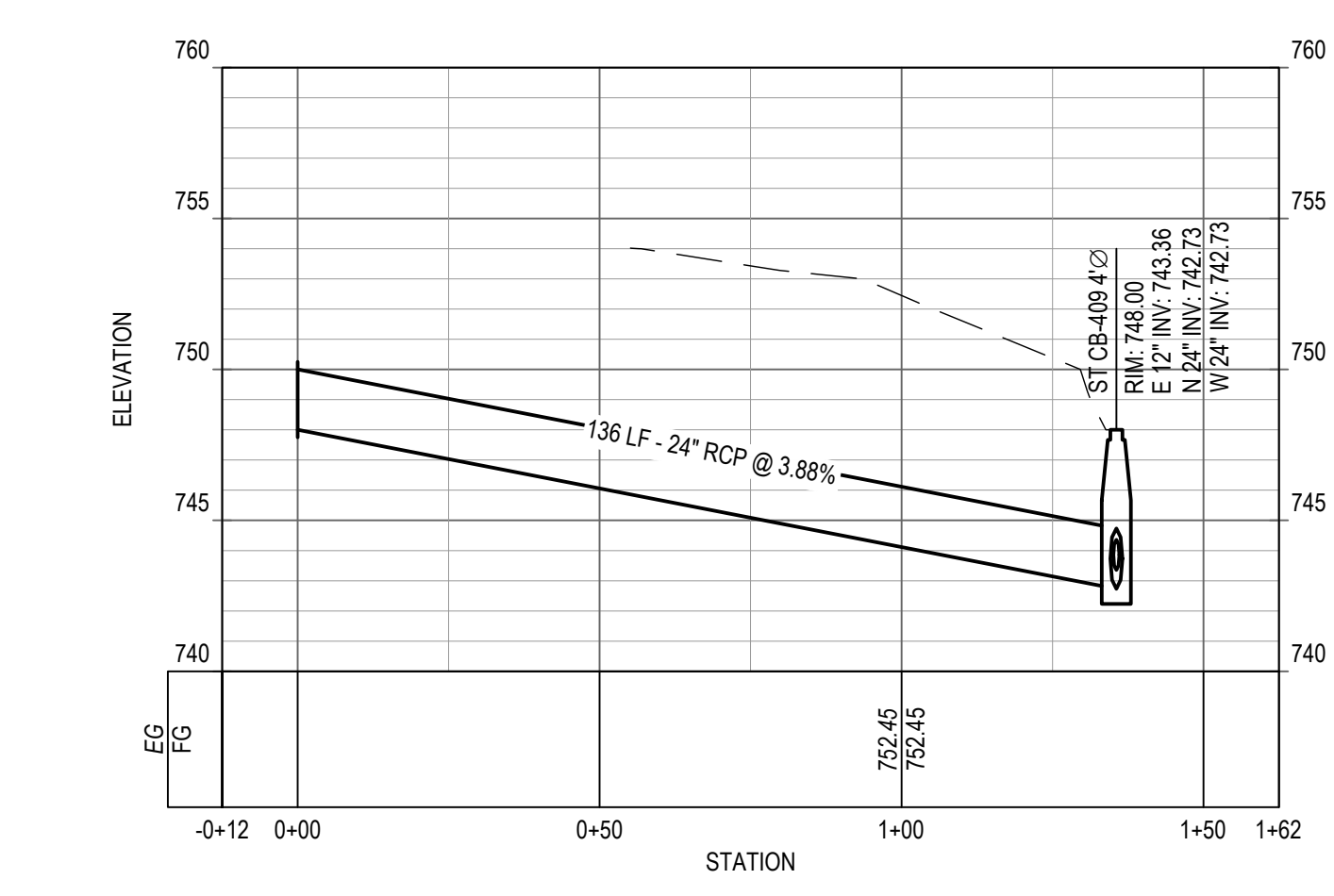
END OF INFORMATION FOR AND INSTRUCTIONS TO BIDDERS



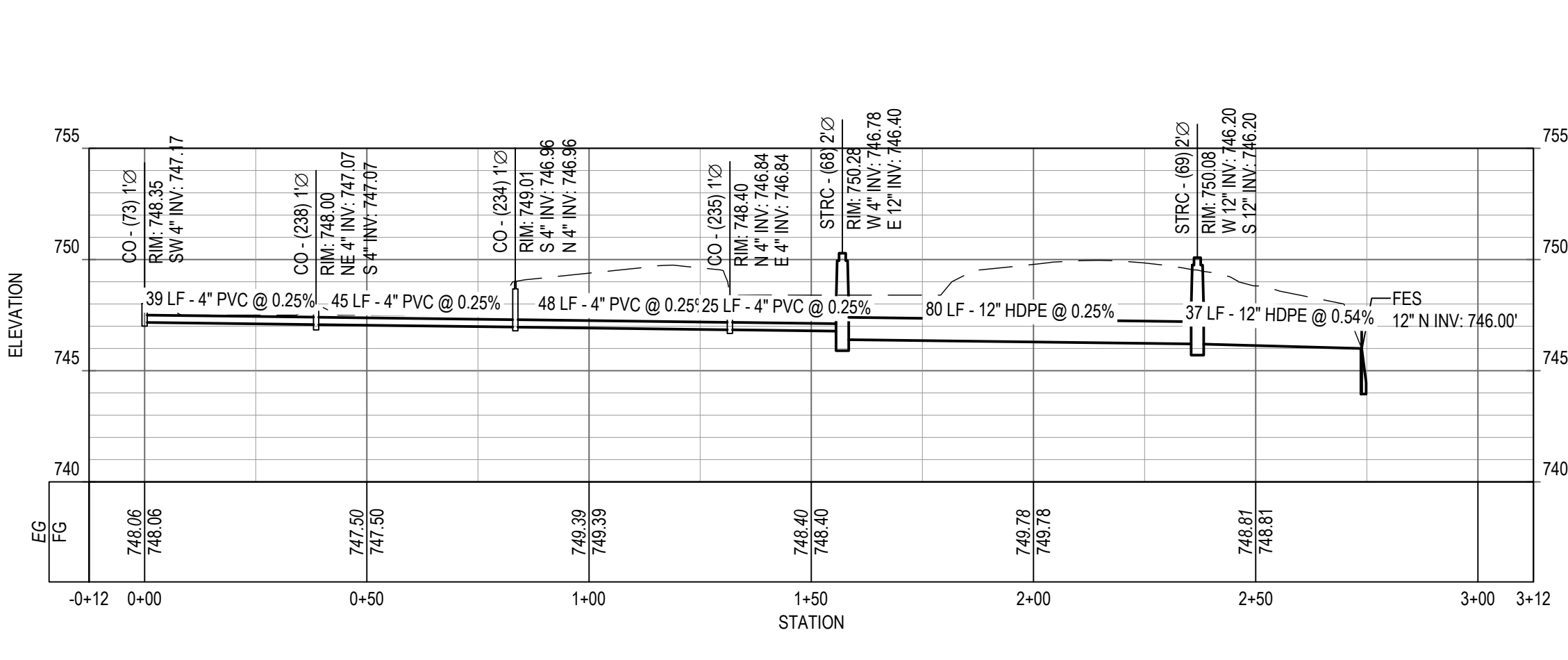
1 STORM SCALE: 1" = 50'



2 STORM PROFILE HORIZ SCALE: 1" = 60' VERT SCALE: 1" = 60'



3 STORM PROFILE HORIZ SCALE: 1" = 30' VERT SCALE: 1" = 30'



4 STORM PROFILE HORIZ SCALE: 1" = 30' VERT SCALE: 1" = 30'

SHEET NOTES
 1. SEE SHEET C-101 FOR CITY OF ELGIN GENERAL NOTES.
 2. SEE SHEET CU-212 FOR FOX RIVER WATER RECLAMATION DISTRICT (FRWRD) GENERAL NOTES.

KEYED NOTES
 (A) PROPOSED SHELTER PAVILION
 (B) PROPOSED CONCESSIONS BUILDING
 (C) PROPOSED MAINTENANCE BUILDING
 (D) PROPOSED TRASH ENCLOSURE

LEGEND

ELGIN SPORTS COMPLEX EXPANSION
 475 Sports Way,
 Elgin, Illinois 60123
 VOLUME 1 OF 2



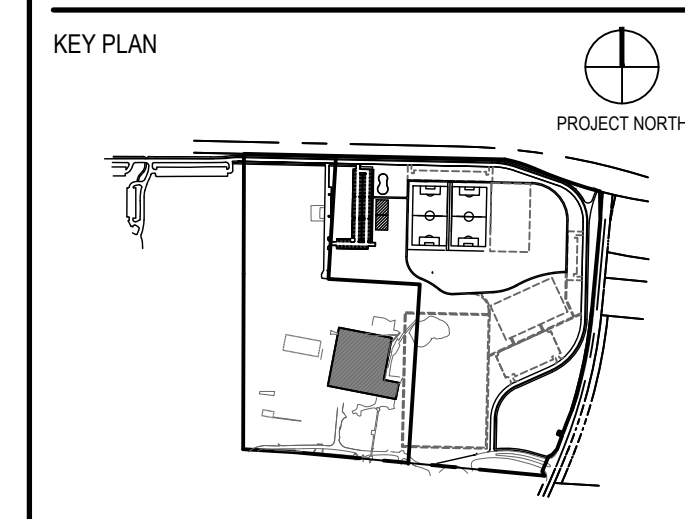
SMITHGROUP
 35 EAST WACKER
 SUITE 900
 CHICAGO, IL 60601
 312.641.0770
 www.smithgroup.com

HPZS
 314 W INSTITUTE PL
 SUITE 1E
 CHICAGO, IL 60610
 312.944.9600
 www.hpzs.com

ISSUED FOR	REV	DATE
ADDENDUM	6	05/13/2024
ADDENDUM 4	2	05/08/2024
ISSUE FOR BID	1	04/11/2024

SEALS AND SIGNATURES

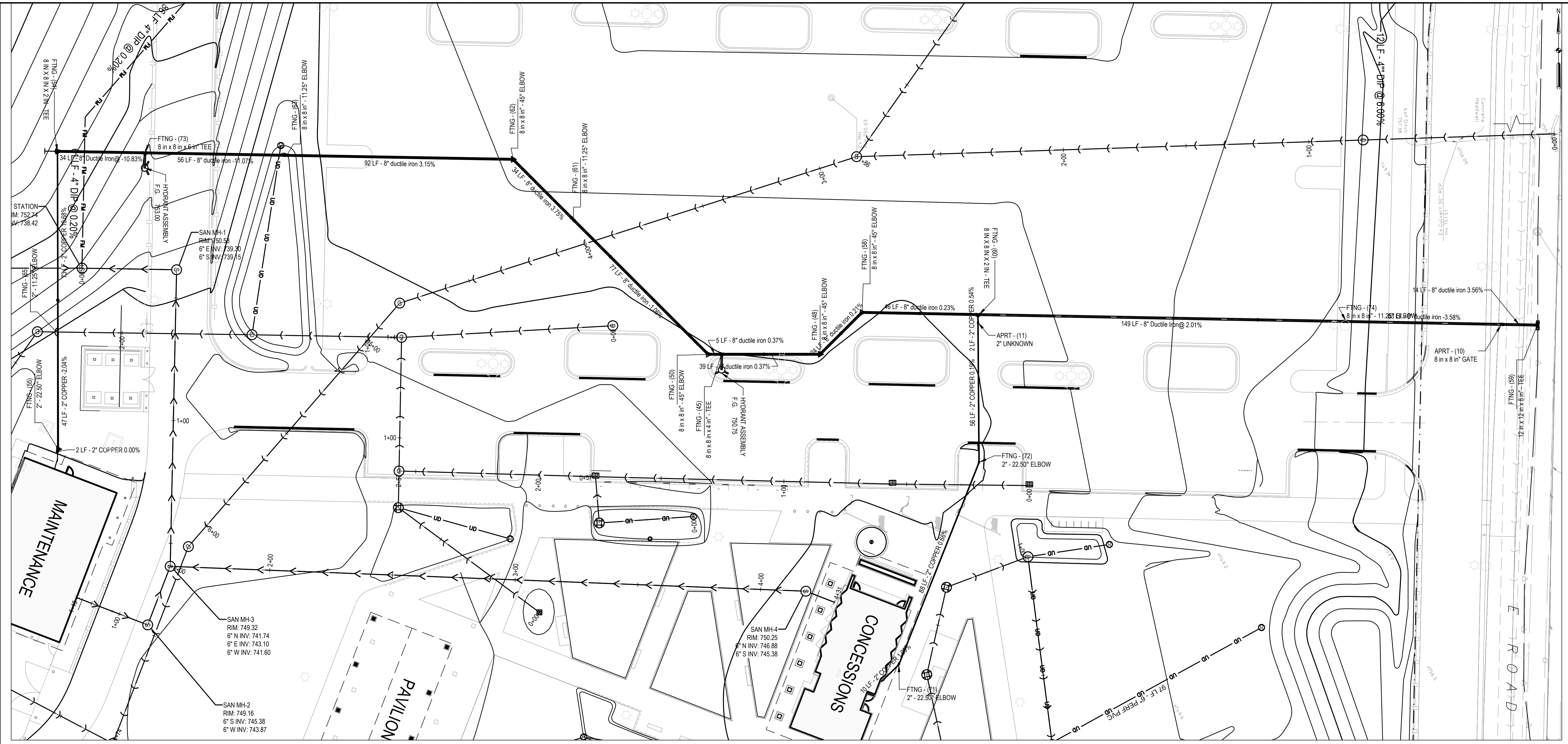
NOT FOR CONSTRUCTION



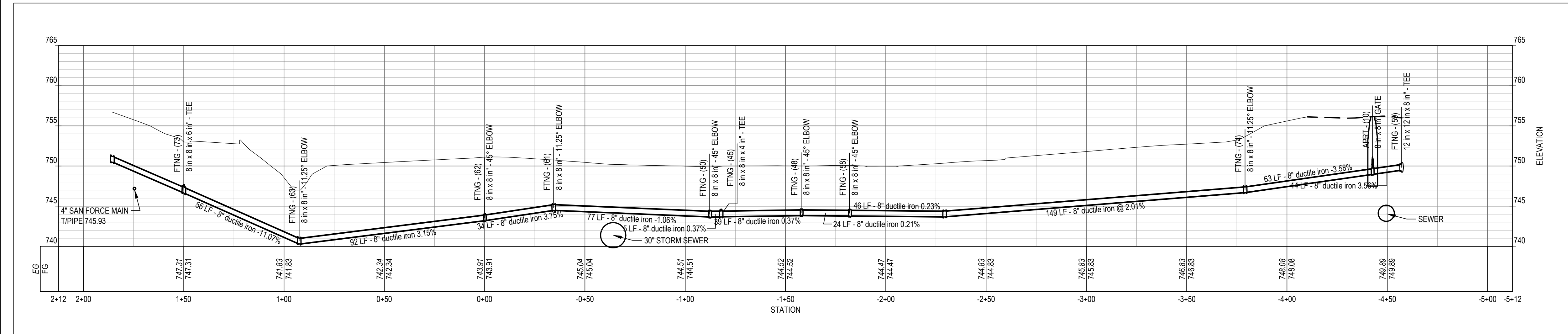
DRAWING TITLE
 STORM SEWER
 PLAN AND PROFILE
 SCALE: 1" = 20'
 PROJECT NUMBER: 14106
CU-210
 DRAWING NUMBER

CALL J.U.L.I.E. 1-800-892-0123
 48 Hours (2 working days) Before You Dig.

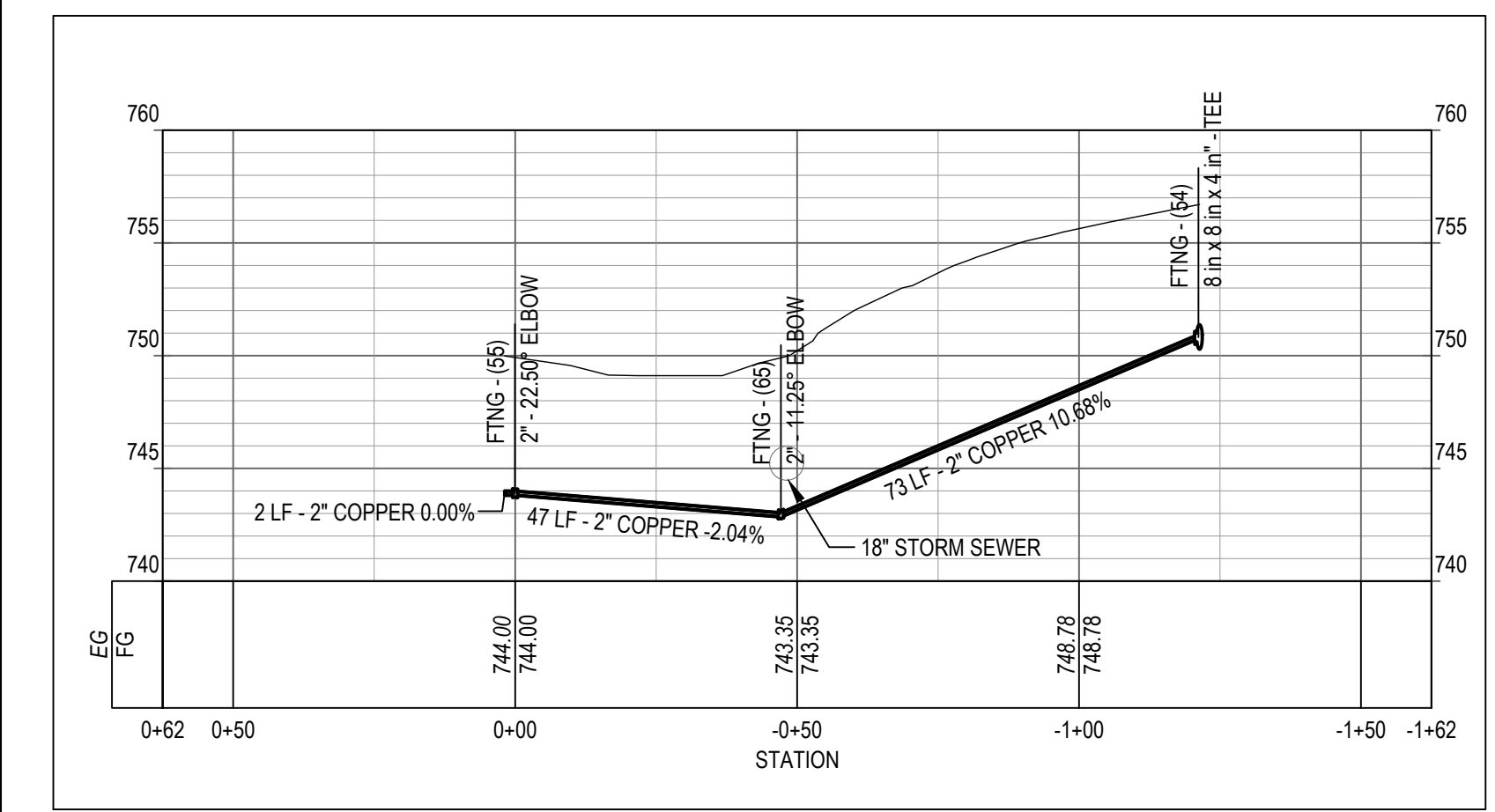
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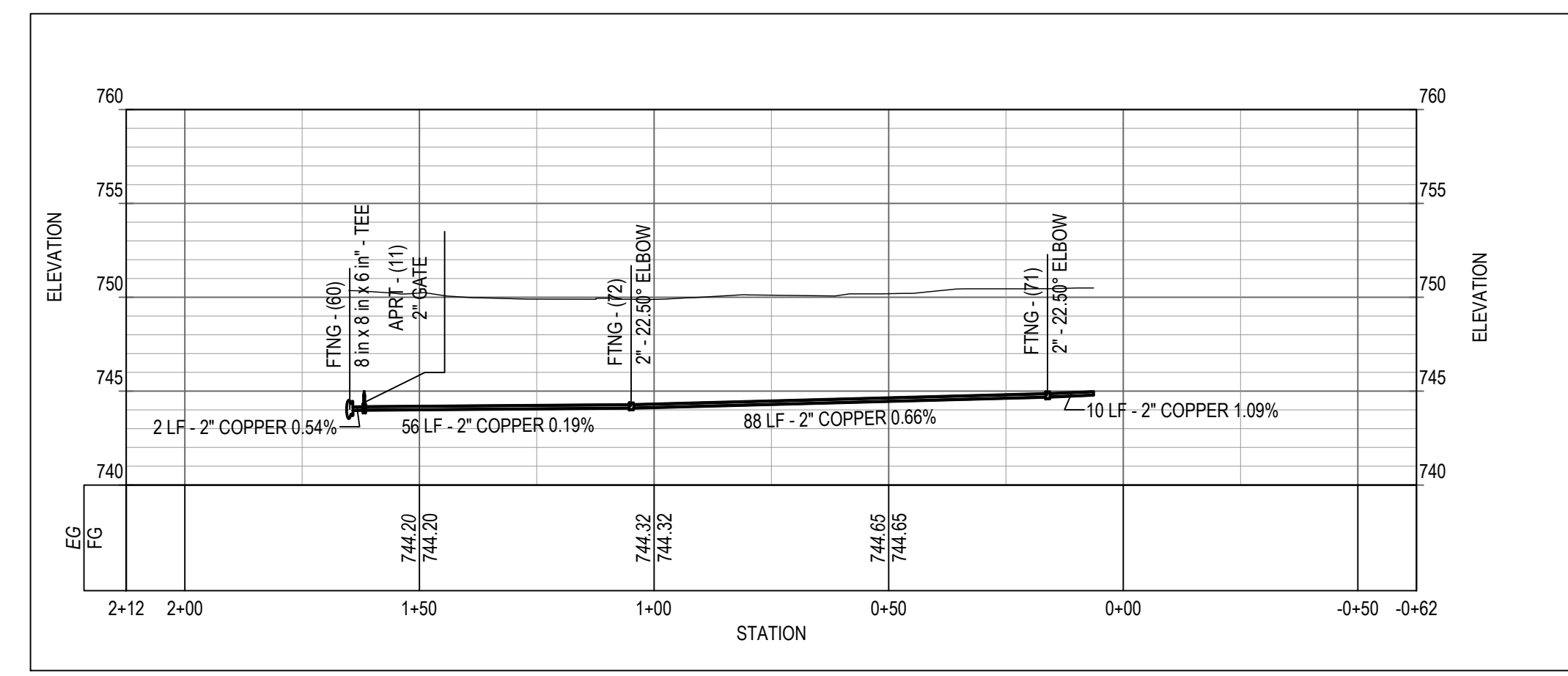
1 WATER MAIN PLAN VIEW SCALE: 1" = 20'



2 WATER MAIN PROFILE VIEW SCALE: 1" = 30'



3 WATER MAIN PROFILE VIEW SCALE: 1" = 30'



4 WATER MAIN PROFILE VIEW SCALE: 1" = 30'

SHEET NOTES

1. SEE SHEET G-101 FOR CITY OF ELGIN GENERAL NOTES.

KEYED NOTES

LEGEND

- PROPERTY LINE
- - - WETLAND BOUNDARY
- - - LIMIT OF CONSTRUCTION
- - - STORMWATER MANAGEMENT AREA
- SANITARY SEWER
- FORCE MAIN
- STORM SEWER
- COMBINED SEWER
- UNDERDRAIN
- FLATRAIN
- CLEANOUT
- ⊕ YARD DRAIN/INLET
- ▽ FLARED END SECTION
- ⊕ FIRE HYDRANT ASSEMBLY
- SANITARY MANHOLE
- STORM STRUCTURE
- CURB INLET
- SQUARE INLET
- LIFT STATION
- GATE VALVE BOX
- GATE VALVE VAULT

- 3.34 CU-507
- 2 CU-507
- 1.31 CU-507
- 2 CU-507
- 2.11 CU-507
- 1.11 CU-507
- 1.22 CU-507
- 1 CU-507
- 1.33 CU-507
- 1 CU-507
- 2 CU-507
- 2.13 CU-507

ELGIN SPORTS COMPLEX EXPANSION
475 Sports Way,
Elgin, Illinois 60123

VOLUME 1 OF 2



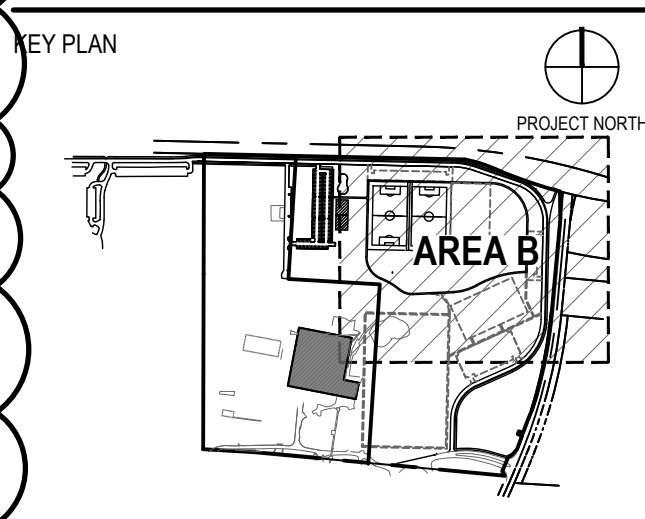
SMITHGROUP
35 EAST WACKER
SUITE 900
CHICAGO, IL 60601
312.641.0770
www.smithgroup.com

HPZS
314 W INSTITUTE PL
SUITE 1E
CHICAGO, IL 60610
312.944.9600
www.hpzs.com

ISSUED FOR	REV	DATE
Addendum	6	5/13/2024
ISSUE FOR BID	1	04/11/2024

SEALS AND SIGNATURES

NOT FOR CONSTRUCTION



DRAWING TITLE
WATER MAIN PLAN AND PROFILE

SCALE: 1" = 20'

PROJECT NUMBER
14106

DRAWING NUMBER
CU-215

CALL J.U.L.I.E.
1-800-892-0123
48 Hours (2 working days) Before You Dig

FILE: C:\Users\kandasa\OneDrive\Documents\Projects\Elgin\Elgin Sports Complex Expansion\CU-215.dwg DATE: May 13, 2024 TIME: 09:34 am USER: kandasa DESKTOP-014001400

