



Mayor

David J. Kaptain

City Council

Corey D. Dixon

Dustin R. Good

Rosamaria Martinez

Tish S. Powell

Carol J. Rauschenberger

Toby Shaw

F. John Steffen

Steven F. Thoren

City Manager

Richard G. Kozal

TO: Interested Bidders

FROM: City of Elgin

RE: Addendum #8 to Bid 24-032 Elgin Sports Complex Expansion

DATE: May 15 2024

The following amends the above referenced Bid.

- 1) There were errors in the Instructions to Bidders in Addendum #6. Please discard the Instructions to Bidders in Addendum #6 and use this one instead.
- 2) The only Schedule of Prices that is mandatory to provide is from Addendum #5.

**INFORMATION FOR AND INSTRUCTIONS TO BIDDERS
ADDENDUM #8**

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=QXkzSkIOMjI2T1hKTVh2eG9hbG9Odz09&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 16, 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 16, 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. 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

END OF ADDENDUM #8