# SECTION 00 90 01 BIDDING AND CONTRACT REQUIREMENTS ADDENDUM NUMBER 1

Demonica Kemper Architects 125 N. Halsted Street, Suite 301 Chicago, IL 60661 312.496.0000

To: Prospective Bidders

Issued: May 6, 2024

Re: ADDENDUM NUMBER (1) TO THE BIDDING DOCUMENTS FOR

McHenry County College Liebert System Replacement Architect's Project Number: 24-014

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents dated April 25, 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

- 1. 00 41 13 BID FORM
  - A. **REPLACE** the above section with the attached in its entirety. Bid form updated to include language for the allowance added.
- 2. 01 21 00 ALLOWANCES
  - A. **ADD** the attached section in its entirety.

# **ADDENDA TO THE DRAWINGS**

- 1. A1.10 FLOOR PLAN AND REFLECTED CEILING PLAN
  - A. REVISE Floor Plan Referenced Note #6 as indicated on the attached. Refer to floor plan for updated tag locations.

# **CLARIFICATIONS**

1. Refer to attachments for the Meeting Minutes from the Pre-bid meeting at McHenry County College on Friday, 5/3/2024 at 10:00 AM, which includes all clarifications made on-site.

This addendum consists of 1 pages, excluding attachments.

END 00 90 01.

# Attachments:

- 1. 2024.05.03 MCC Liebert Replacement Pre-Bid Minutes
- 2. 00 41 13 BID FORM
- 3. 01 21 00 ALLOWANCES
- 4. A1.10



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McHenry County College Liebert System Replacement DKA Project Number: 24-014

# **Pre-Bid Meeting Minutes**

Board Room A217, 10:00am, May 3, 2024

1. This Pre-Bid Meeting is **mandatory**. Refer to Addendum No. I for the meeting minutes and a list of GC's who will be able to submit bids for the project.

# 2. Bids Due

- a. Date/Time: Tuesday, May 14, 2024 @ 9:30 AM
- b. Location: Ms. Maricella Garza, Business Services Specialist, 8900 US Hwy 14, Building A, Room A246, Crystal Lake, IL 60012.
- c. Any bids received by after this time will be returned to the bidder unopened with an email response from MCC.
- d. Bids will be opened publicly in the Board Room (A217) at 10:00 AM on the bid due date.
- e. Bids will be required to be held for 90 days after the due date.

### 3. Bid Submittal

- a. Submit in an **opaque**, **sealed envelope**. On the envelope, include the following:
  - i. Contractor Name and Address
  - ii. Bid Title
  - iii. Bid Opening Date and Time
- b. Submittal shall include the following:
  - i. Document 00 41 13 Bid Form
  - ii. Document 00 43 13 Bid Bond
  - iii. Document 00 43 15 Contractor Certification
  - iv. Document 00 43 25 Substitution Sheet (if required)
  - v. Document 00 43 29 W9
  - vi. Document 00 43 39 MCC BEP Plan
    - 1. The document reflects the college's aspirational goal of 20% of MBE / WBE / DBE inclusion. This form should be completed noting the included contractors or the attempts made to meet this goal.
  - vii. Document 00 43 43 Certificate of Compliance with Illinois Prevailing Wage Law

# 4. Bonds

- a. Bid Deposit:
  - i. Not less than ten percent (10%) of the bid amount.
  - ii. Make payable to the Board of Trustees, McHenry County College.
  - iii. Held for 45 days or award of contract, whichever comes first.
  - iv. The bid deposit will be forfeited by the successful bidder in the event of the bidders failure to enter into a contract.
- b. Performance bond and Labor & Material payment bond:
  - i. Required at 100% of the bid amount within 10 days of award of contract.
  - ii. Make payable to the Board of Trustees, McHenry County College.



- 5. AIA Document 201 General Conditions of the Contract for Construction is included in specification section 00 72 13.
- The apparent low bidder will be asked to produce a copy of AIA Document A305 Contractor's Qualification Statement Form, including references, immediately after the bid opening in order to make a recommendation to the Board of Trustees.
- 7. The General Contractor will be required to identify its sub-contractors prior to award of the contract.
- 8. All Contractors and Sub-Contractors are required to pay prevailing wages in accordance with the specifications and the Illinois Department of Labor.
- 9. GC shall employ a full-time superintendent to manage the day to day operations
- 10. The college is tax exempt.
- 11. A project website is required as noted in specification section 01 31 00. Acceptable vendors are:
  - a. Submittal Exchange
  - b. Autodesk Planroom
  - c. Procore
- 12. Allowances:
  - a. Allowance No. I Temporary protection / enclosures required installation of owner provided temporary cooling - \$10,000.
- 13. Alternate Bids:
  - a. Alternate No. I Deduct to leave the raised flooring areas under the existing server racks / equipment as existing to remain.
- 14. Bidding Schedule:

a. Last RFIs Due: Thursday, May 9, 2024 at 5:00 pm

b. Final Addendum: Friday, May 10, 2024

c. Bids Due: Tuesday, May 14, 2024 at 9:30 am d. Bid Opening: Tuesday, May 14, 2024 at 10:00 am

Thursday, May 23, 2024 e. Board Meeting:

15. Construction Schedule:

a. Material Procurement: On or after Project Award (Tentatively at May

> Board Meeting on Thursday, May 23, 2024) On or after Monday, July 8, 2024 at 7:00 am

b. On-Site Commencement: c. Substantial Completion: On or before Friday, August 9, 2024, 11:59 pm

- 16. There will be no bid extensions.
- 17. Normal work hours shall be 7:00 am to 10:00 pm Monday thru Friday Contact Campus Police for access to the project site outside of normal work hours.



- 18. Review general scope of the project.
  - a. Removal and replacement of the existing Liebert HVAC systems in the IT Server Room. Equipment has been pre-purchased by the owner to minimize lead time issues. The contractor will be responsible for receiving the purchased equipment and installing it.
  - b. New hot air return duct above ceiling to HVAC units.
  - c. Removal and replacement of the older sections of existing raised flooring. New flooring will tie into the existing to remain flooring sections.
  - d. New ceilings and lighting.
  - e. Existing FM200 system to remain and tie into new ceiling finishes. System piping will be revised as needed for new duct routing.
  - f. New painted walls.
  - g. IT server systems (equipment, racks, and all associated cabling and utilities) will remain fully operational throughout the construction process. Owner will be provide temporary cooling as required. Contractor will be responsible for protecting the existing IT systems throughout the construction process.
  - h. Contractor will be responsible for raising the IT equipment / server racks as required to remove the existing raised flooring system and install a new raised floor system. Estimated weights of all racks are provided in the documents.
  - i. Contractor will be responsible for removal of all existing rooftop equipment and associated capping / sealing of penetrations and installation of new rooftop equipment including all piping, utilities, roof curbs, and associated roof tie-ins.
- 19. Estimated Project Cost: \$500,000
- 20. Review site logistics:
  - a. Construction entrance and dumpster locations will be coordinated with the college prior to commencement of work. There are parking lots directly adjacent to the construction site at the same floor level.
  - b. Utility Shutdowns should be coordinated with the college, with advance notice given for any shutdowns that will affect spaces outside of the construction area.
  - Contractor shall be responsible for the protection of existing conditions, utilities, and other
    existing elements to remain from damage due to construction activities.
  - d. Contractor shall photograph existing conditions prior to beginning work.
- 21. Bidders may access the project site after this meeting by contacting...

Mr. Dave Dammon, Assistant Vice President of Facilities - <a href="mailto:ddammon@mchenry.edu">ddammon@mchenry.edu</a> - (815) 455-8564

22. Questions regarding the bidding documents or bidding procedures shall be direction to... **David Sikorski – dsikorski@dka-design.com** 

# 23. Site Walkthrough

- a. Per MCC, a site walkthrough is mandatory for this project, but attendance to the pre-bid meeting is not required.
- b. Allowance was added for GC to coordinate with owner for the installation of any temporary protection or enclosures required in order for the owner to install the temporary cooling required during construction.
- c. Duct routing above ceiling was reviewed and existing space should be sufficient. The GC is responsible for field verifying the duct layout prior to installation and make any required adjustments (including changing from round duct to square duct) in order to fit around existing structure, cabling, cable trays, conduit, and piping to remain.



- d. Owner Purchased HVAC Equipment is expected to be delivered the week of July 22, 2024. The confirmed ship date will be provided to the awarded general contractor for final confirmation of project schedule. At this point, there will be no change to the noted on-site commencement date or substantial completion date. If the contractor does not believe they can complete the project scope within the noted timeframe, include a noted exception in Part 4 of the Bid Form to indicate additional time requested and any cost deducts to extend the proposed substantial completion date.
- e. It was noted on site that the existing equipment can only be lifted approximately 8" above the raised flooring system. Contractor is responsible to coordinate with the owner for each racks adjustment capability prior to lifting the racks to confirm they remain operational throughout the process.



McHenry County College Liebert System Replacement DKA Project Number: 24-014

# **Pre-Bid Meeting Attendee List**

Board Room A217, 10:00am, May 3, 2024

- I. Dave Dammon, MCC
- 2. Maricella Garza, MCC
- 3. Tim Hopkins, MCC
- 4. David Sikorski, DKA
- 5. Josh Chaneske, 20/10
- 6. Justin Knapik, Lo Destro Construction, (815) 847-8658
- 7. Casey Reyes, MG Mechanical, (847) 971-4146

# **SECTION 00 41 13 - BID FORM**

То:	McHenry County College 8900 US Hwy 14 Crystal Lake, IL 60012			
Project:	Liebert System Replacement			
Date:				
Submitted by:				
(Full name and	d address)			
PART 1 - OFF	ER			
associated with everything requestransportation s	n the project and with the bidding doc uired and to furnish all labor, material	self with the conditions affecting the cost of the work uments, Bidder hereby proposes to perform s, necessary tools, expendable equipment, and workmanlike manner the subdivision of work stated r the following sums:		
Base Bid:				
We have includ	ded, attached herewith, the Bid Bond	as required by the Instructions to Bidders.		
The Bidder agr	rees to perform the work for the lump	sum amount of:		
TOTAL BASE	BID \$	(in figures)		
		(in words)		
Allowances:				
	ed hereby states that all allowance ar Total Base Bid proposal amount liste	mounts, as described in Section 01 21 00, are ed above.		
ALLOWANCE No. 1: Include an allowance of \$10,000.00 for temporary protection/enclosure work required to coordinate with the owner provided temporary cooling systems.				
Alternate Bids	3:			
	ed hereby states the net amount of denates as described in Section 01 23 0	ecrease or increase to the Lump Sum Base Bid for the 0.		
	, under the existing server racks / eq	ase Bid to leave the raised flooring areas, indicated uipment as existing to remain in lieu of a new raised		
Total, Alternate	e No. 1: \$			

MCHENRY COUNTY COLLEGE Liebert System Replacement DKA Project No.: 24-014

# PART 3- ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty (90) days from the Bid closing date.

If the bid is accepted by the Owner within the time period stated above, we will:

- A. Execute the Agreement within ten (10) days of receipt of Notice of Award.
- B. Furnish the required bonds within ten (10) days of receipt of Notice of Award in the form described in the Supplementary Conditions.
- C. Furnish the required Certificate of Insurance within ten (10) days of receipt of Notice of Award in the form and amounts described in the Supplementary Conditions.
- D. Commence work as established by the written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds(s), the Security Deposit shall be forfeited as damages to the Owner by reason of our failures.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

# PART 4 - CONTRACT TIME

If the Bid is accepted, we will:

- A. Complete the work in manner consistent to meet the requirements of the schedule.
- B. Contractor has examined the Schedule included in these documents and takes no exception, or records the following exceptions:

# PART 5 - CONTRACTOR'S FEES FOR CHANGES IN THE WORK

Lump Sum or Time and Materials Changes: We, the undersigned bidder, agree that the following percentages for overhead and profit shall be added to costs for the net amount of work added to, or deleted from, the contract by written lump sum or time and material change orders recommended by the Architect and approved by the Owner:

A. On Contractor's direct net cost: 15%, with a minimum fee of one hundred dollars (\$100.00). B. On first-tier Subcontractor's net cost: 5%, with a minimum fee of fifty dollars (\$50.00). Net cost includes all sub-subcontractors work, and excludes subcontractors (all tiers) overhead and profit amounts.

Note: Insurance, bond, and taxes are considered as job cost items and are included in the percentages listed above.

PART 6 - ADDENDA

		included in the Bid Sum.	d Documents noted therein have
Addendum #	Dated	Addendum #	_ Dated
Addendum #	Dated	Addendum #	Dated
PART 7 - SUBCON	NTRACTORS		
			own forces and which work will and estimated contract amount.
Scope of Work	GC/Sub.	Name	Est. Contract Amount
		-	
PART 8 - BID FOR	M SIGNATURE(S)		
The Corporate Sea	al of:		
(Bidder – please pr	rint the full name of you	r Proprietorship or Corporation	n)
Was hereunto affix	ed in the presence of:		
(Authorized signing	g officer)	(Title)	
(Seal)			

END OF SECTION 00 41 13

## **SECTION 01 21 00 - ALLOWANCES**

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 **SUMMARY**

- A. Section includes administrative and procedural requirements governing allowances.
- B. Related Requirements:
  - 1. Section 01 22 00 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
  - Section 01 40 00 "Quality Requirements" for procedures governing the use of 2. allowances for field testing by an independent testing agency.

#### **DEFINITIONS** 1.3

A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

#### SELECTION AND PURCHASE 1.4

- At the earliest practical date after award of the Contract, advise Architect of the date when A. final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- В. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### **ACTION SUBMITTALS** 1.5

Submit proposals for purchase of products or systems included in allowances in the form Α. specified for Change Orders.

#### INFORMATIONAL SUBMITTALS 1.6

Submit invoices or delivery slips to show actual quantities of materials delivered to the site A. for use in fulfillment of each allowance.

- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

# 1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

## 1.8 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

# 1.9 QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - If requested by Architect, retain and prepare unused material for storage by 1. Owner. Deliver unused material to Owner's storage space as directed.

#### 1.10 **CONTINGENCY ALLOWANCES**

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

#### ADJUSTMENT OF ALLOWANCES 1.11

- Α. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
  - Submit substantiation of a change in scope of Work, if any, claimed in Change 3. Orders related to unit-cost allowances.
  - Owner reserves the right to establish the quantity of work-in-place by independent 4. quantity survey, measure, or count.
- В. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - No change to Contractor's indirect expense is permitted for selection of higher- or 1. lower-priced materials or systems of the same scope and nature as originally indicated.

# PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

# 3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

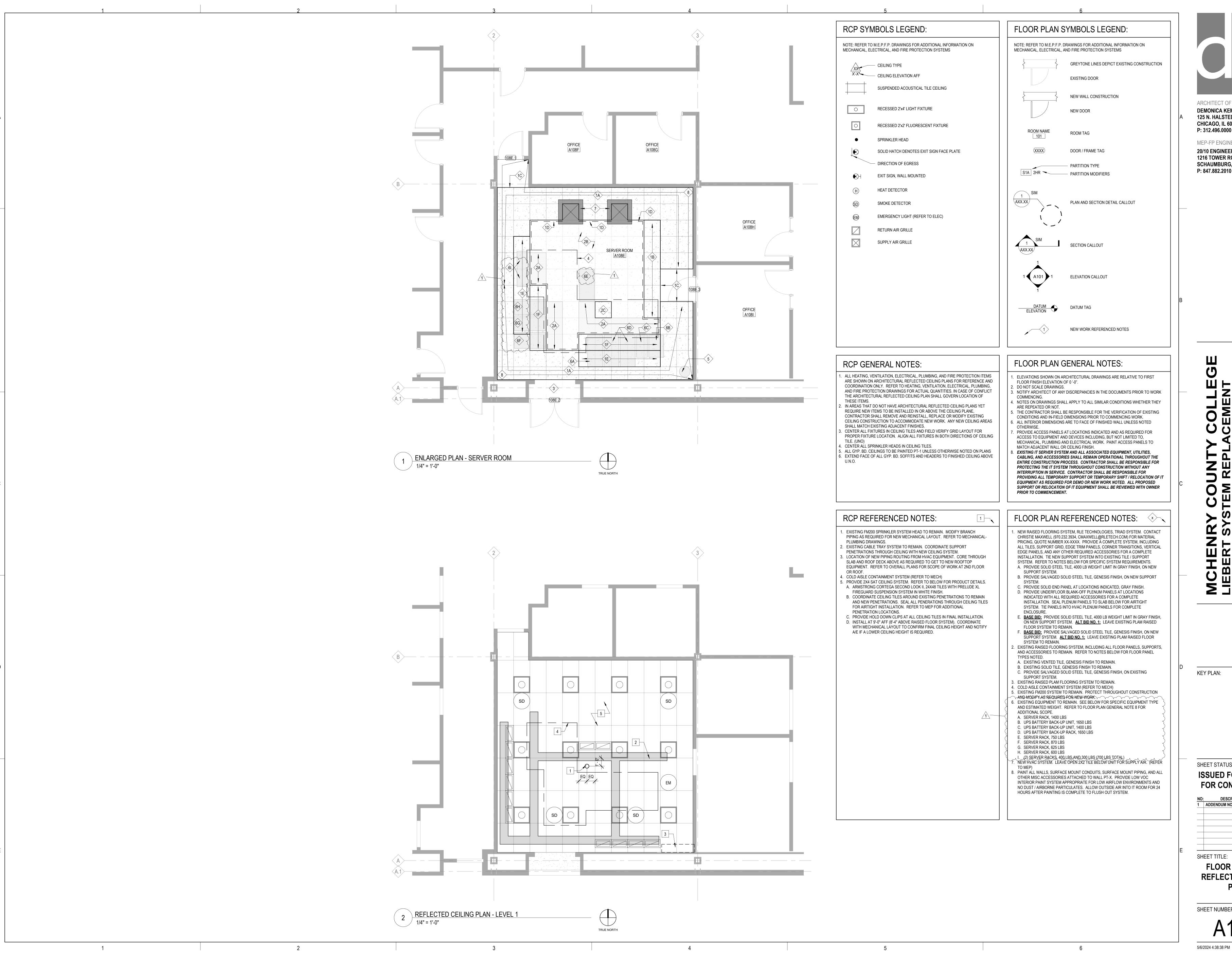
# 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
- B. See Construction Manager's "Scope of Work" documents for allowances to be included by each Contractor.

# 3.3 SCHEDULE OF ALLOWANCES

A. ALLOWANCE NO. 1: Temporary protection / enclosures for owner provided temporary cooling system. Include an allowance of \$10,000.00.

**END OF SECTION 01 21 00** 





ARCHITECT OF RECORD DEMONICA KEMPER ARCHITECTS 125 N. HALSTED STREET, SUITE 301 **CHICAGO, IL 60661** P: 312.496.0000

MEP-FP ENGINEER 20/10 ENGINEERING GROUP, LLC 1216 TOWER ROAD SCHAUMBURG, IL 60173 P: 847.882.2010

KEY PLAN:

SHEET STATUS: **ISSUED FOR BID - NOT** 

SHEET TITLE:

**FLOOR PLAN AND** REFLECTED CEILING **PLAN** 

SHEET NUMBER: