

THE BIDDING AND CONTRACT PROVISIONS

Document 00 10 00 - Notice to Bidders
(Standard Multiple Contract Set)

NOTICE TO BIDDERS

The Board of Trustees of the University of Illinois, hereinafter referred to as the "Owner," furnishes the following information and special instruction to prospective bidders desiring to submit bids for the work on the following project:

1.0 PROJECT INFORMATION

1.1 Project Name. _____

1.2 Project Number. _____

1.3 Project Description. The project consists _____

_____.

Refer to Division 01 of the technical specifications for a complete, detailed breakdown of the base bids and alternates for this project.

This project includes a Project Labor Agreement (PLA) that will be executed between the lowest responsible/responsive bidder and the East Central Illinois Building and Construction Trades Council. A copy of the PLA is included at the end of Document 00 90 00. *(for UIUC only)*

1.4 Project Location. _____

1.5 Contract Documents Prepared By: _____

_____.

hereinafter referred to as the Professional Services Consultant.

2.0 SPECIAL INSTRUCTIONS TO BIDDERS

The following bidding instructions are a component part of each bid wherein they are applicable.

2.1 Submission and Receipt of Bids.

2.1.A. Contract Divisions of the Project. The Owner will receive separate sealed bids for the following contract divisions of the project:

| | | |
|-----------------------|---|--|
| Contract Division I | - | General Work |
| Contract Division II | - | Plumbing Work |
| Contract Division III | - | Heating, Piping, Refrigeration and Temperature Control Work |
| Contract Division IV | - | Ventilation and Air Distribution Work |
| Contract Division V | - | Electrical Work |
| _____ | - | _____ |
| _____ | - | _____ |

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

INSERT INCORPORATED DIVISION OF WORK

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

INSERT INCORPORATED DIVISION OF WORK

2.1.B. Assignments. The Owner shall assign the contracts for Contract Divisions _____ Work to the Contract Division _____ (Contractor) in accordance with paragraph 6.3 of the General Conditions. (Refer to paragraph 6.3 of the General Conditions and Article 5 of the Agreement for requirements concerning assignment of contracts.)

HARD COPY BIDS

2.1.C. Delivery. Submit bids on forms furnished by the Owner.

Deliver all bids to:

(Campus Construction Unit)

2.1.C.1 Bids will be received up to the hour of _____
prevailing time, on _____, for Contract Divisions _____.

2.1.C.2 Bids will be received up to the hour of _____,
prevailing time, on _____, for Contract
Division _____ (_____ Work).

OR FOR ELECTRONIC BIDS

2.1.C. Delivery. Submit bids on forms furnished by the Owner as **one pdf less than 200 MB** at <INSERT WEB LINK HERE> for this project. If multiple bids are received by the same bidder for the same division of work, the later bid will be considered official.

2.1.C.1 Electronic bids will be received up to the hour of _____
prevailing time, on _____, for Contract
Divisions _____.

2.1.C.2 Electronic bids will be received up to the hour of _____
prevailing time, on _____, for Contract
Division _____.

HARD COPY BIDS

2.1.D. Bid Opening. Immediately after the closing time for receiving bids, they will be opened, publicly read, and tabulated in _____

_____.

OR FOR ELECTRONIC BIDS

2.1.D. Electronic Bid Opening. Division(s) _____ electronic bids will be electronically opened and publicly read on DATE/TIME on a call-in telephone number PHONE #, MEETING ID and PASSWORD (if applicable), and tabulated. A recording of the bid opening is available upon request.

2.2 Bid Documents.

2.2.A. Bid Documents. The bid documents include, but are not limited to, the Notice to Bidders, bid forms, the project manual (including supplementary conditions, list of drawings, schedules and tables, details, and specifications), drawings, and addenda.

2.2.B. Procurement. Up to (Number of Set(s) Allowed) set(s) of Bid documents per prequalified bidder of the divisions of work being bid may be obtained from the Professional Services Consultant by depositing a check made payable to the Professional Services Consultant in the amount of \$_____.

OR

Non-cash plan deposit programs which are guaranteed by contractor associations are acceptable.

2.2.C. Return. If applicable, the above deposit will be refunded upon the return of the bid documents in good condition within ten (10) days after bid opening date. The bid documents shall remain the property of the Owner. They shall not be returned with the bids but shall be returned under separate cover to the Professional Services Consultant's office.

2.2.D. Reference Sets. For the convenience of bidders, the project manual, drawings and all addenda will be available for electronic viewing at no cost to potential bidders. Complete sets of printed documents will also be on file for reference at:

2.3 Examining the Site. Arrangements to visit and examine the site in accordance with Document 00 20 00-General Instructions to Bidders may be made by contacting__, phone ____.

2.4 Annual Prequalification. Each bidder is required to be prequalified on an annual basis with the Owner in accordance with Document 00 20 00-General Instructions to Bidders.

2.5 Project-Specific Prequalification. Each bidder is required to prequalify for this project in accordance with Section 4.4 of Document 00 20 00-General Instructions to Bidders. The project-specific prequalification shall be submitted to the Owner (DESCRIPTION LOCATION TO BE DELIVERED) no later than 4:00 p.m., prevailing time, on_____.

OR

2.5 Project-Specific Prequalification. Project-specific prequalification is not required for this project.

HARD COPY BIDS

2.6 Prebid Conference. A prebid conference for all parties interested in bidding the project will be held _____

Representatives of the Owner and the Professional Services Consultant will be present to answer questions regarding the project and bidding procedures. All prospective bidders are urged to attend.

OR FOR ELECTRONIC BIDS

- 2.6.** Prebid Conference. A virtual pre-bid conference for all parties interested in bidding the project will be held at TIME on DATE through WEBLINK/PHONE NUMBER AND ACCESS INFO and SITE VISIT INFORMATION. Representatives of the Owner and the Professional Services Consultant will be present to answer questions regarding the project and bidding procedures. All prospective bidders are urged to attend.

OR (If estimated construction costs are \geq \$2,000,000, then use the following 2.6 section)

- 2.6** Prebid Conference. A MANDATORY prebid conference for all parties interested in bidding the project will be held _____

Representatives of the Owner and the Professional Services Consultant will be present to answer questions regarding the project and bidding procedures. All prospective bidders are REQUIRED to attend.

OR FOR ELECTRONIC BIDS

- 2.6.** Prebid Conference. A MANDATORY virtual pre-bid conference for all parties interested in bidding the project will be held through WEBLINK/PHONE NUMBER AND ACCESS INFO on DATE and TIME and SITE VISIT INFORMATION. Representatives of the Owner and the Professional Services Consultant will be present to answer questions regarding the project and bidding procedures. All prospective bidders are REQUIRED to attend.

- 2.7** IDOL Schedule of Current Prevailing Wage Rates. Pursuant to the Prevailing Wage Act, the most current schedule of prevailing wage rates for all crafts (which includes the hourly basic wages, the hourly overtime rates, and the hourly fringe rates for health and welfare, insurance, vacation, and pension benefits) published by the Illinois Department of Labor for the locality in which the work is to be performed, that was available to the Owner at the time the documents were issued for bidding, is attached at the end of Document 00 90 00 and incorporated herein. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Owner, the revised rate shall apply to this contract. The prevailing rate of hourly wages is revised by the Illinois Department of Labor and is available on the Illinois Department of Labor's official website.

- 2.8** Builder's Risk/Property Insurance.

2.8.A Builder's Risk Insurance, pursuant to General Conditions Article 19, shall be provided by (DIVISION OF WORK, CM, or OTHER) for the entire Project as determined by the Owner. Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project valued at \$_____ shall be included in this Builders Risk Insurance coverage.

OR

2.8.A Builder's Risk Insurance is not required for this Project.

2.8.B Property Insurance (contents including furniture, fixtures, equipment, etc.). Property Insurance for non-permanently installed property purchased by (DIVISION OF WORK, CM, or OTHER), pursuant to General Conditions Article 19, shall be provided by (DIVISION OF WORK, CM, or OTHER) for the entire Project until the Project is substantially complete.

OR

2.8.B Property Insurance (contents including furniture, fixtures, equipment, etc.).
Property Insurance is not required for this Project.

2.9 (OPTIONAL CLAUSE) Liquidated Damages for Delay.

2.9.A. For Delay in Substantial Completion. The parties acknowledge that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur significant actual damages of types and in amounts which are impossible or extremely difficult to calculate and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for delay in Substantial Completion that is not caused solely by the Owner (hereinafter "Contractor Delay"), the Contractor agrees that liquidated damages will be assessed and recovered by the Owner against Contractor in the event of Contractor Delay and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. To the best of their ability and based on information available to them as of the time of entering into this Contract, Contractor and Owner have estimated that the fairest and best approximation of actual damages that will be incurred for each day of Contractor Delay beyond the Contract Time is _____ **Dollars (\$ _____) per calendar day.** Therefore, in lieu of actual damages, Contractor shall pay Owner liquidated damages in the aforesaid amount per day for each calendar day of Contractor Delay. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

2.9.B. Add Justification Language here. Example: "This project impacts revenue-generating spaces, utilities, and University operations that cannot be disrupted beyond the substantial completion date."

2.9.C. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes Contractor Delay for which Owner has withheld payment and Owner reasonably believes that there has been or will be no other event of Contractor Delay for which Owner would be entitled to withhold from amounts otherwise due Contractor, Owner shall promptly release to Contractor those funds withheld, in anticipation of liquidated damages.

2.9.D. Should Owner assign a contract as contemplated in Document 00 70 00 – General Conditions Sec. 6.3, the Contractor will be referred to as "Assigned Subcontractor," and the contract shall be referred to as an "Assigned Subcontract."

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

When Owner assesses liquidated damages or withholds payment due to Contractor Delay and Lead Contractor reasonably believes that Contractor Delay is attributable to Assigned Subcontractor, Lead Contractor shall be entitled, but not required, to assess liquidated damages or withhold from any amounts otherwise

due Assigned Subcontractor an amount reasonably believed by Lead Contractor to be adequate to recover liquidated damages attributable to such delays. If and when Assigned Subcontractor overcomes Contractor Delay for which Lead Contractor has assessed liquidated damages or withheld payment, and Lead Contractor reasonably believes that there has been or will be no other event of Contractor Delay by Assigned Subcontractor, Lead Contractor shall promptly release to Assigned Subcontractor those funds withheld, but no longer applicable, as liquidated damages.

- 2.10** Vendor Registration. The awarded low, responsive and responsible Bidder will be required to register with the Owner's Vendor Services Application and will be required to ensure that all Bidders' subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 'General Conditions' are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at:

<https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

- 2.11** Business Enterprise for Minorities, Women, and Persons with Disabilities Act (BEP Act 30 ILCS 575) and Veterans Business Program (VBP) in accordance with the Illinois Procurement Code 30 ILCS 500/45-57.

2.11.A. *(If Estimated Construction Costs \geq \$250,000, including contingency)* This project has diversity goals for participation by BEP certified businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act as defined in Document 00 20 00.

NOTE: These diversity goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00).

Each Bidder shall name the BEP and VBP certified firm(s) it intends to use to meet the specified goals set for this project on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00. Utilization of WMBE certified vendors must designate full participation as either a MBE or WBE when split goals are identified for purposes of meeting diversity goals. WMBE value may not be split between MBE and WBE. Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both. The goals for this project are as follows ("N/A" in "Combined Goal" column means split goals are in effect and "N/A" in "Split Goals" column means combined goals are in effect for each specific division of work):

Goal Table Inserted Here

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

END OF DOCUMENT 00 10 00