



WAUBONSEE

COMMUNITY COLLEGE

INVITATION TO BID

Due in the Purchasing Office on/before:

May 23, 2018 @ 2:00 p.m.

PROJECT: 05-18-001 Façade Improvements

Waubonsee Community College (WCC) is accepting sealed bids for repairs, tuckpointing, caulking and pressure washing masonry facades on buildings at the Sugar Grove Campus. **A mandatory pre-bid meeting will be held on May 14, 2018 at 10:00 a.m., in Room 162 at the Aurora Downtown Campus, 18 S. River, Aurora, IL.**

Aurora Downtown Campus visitors should park in Lot W at 309 N. River St., Aurora, IL. The convenient, accessible Lot W provides free parking between 7 a.m. and 10 p.m. The Aurora Downtown Campus has on-site, short-term parking, limited to 15 minutes, which is strictly enforced. Drop-offs should be made on the Fox River side of the Aurora Downtown Campus by using the Waubonsee driveway.

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AUTHORIZATION OF BID RESPONSE

I HEREBY AUTHORIZE THIS BID, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE BID INSTRUCTIONS AND SPECIFICATIONS. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED BID IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION. BY SIGNING THIS DOCUMENT, I CERTIFY THAT THE FIRM IS NOT BARRED FROM BIDDING IN THE STATE OF ILLINOIS OR AT THE FEDERAL LEVEL.

Name of Company

Authorized Signature and Typed or Printed Name

Address

City State Zip Code

Telephone Number Fax Number Date

Email Address

Proposals must be made in the official name of the firm or individual which business is conducted, stating official business address, and must be signed in ink by a person authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

Sugar Grove

Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554-9454
(630) 466-7900

Aurora Downtown

18 S. River St.
Aurora, IL 60506-4131
(630) 801-7900

Aurora Fox Valley

2060 Ogden Ave.
Aurora, IL 60504-7222
(630) 585-7900

Plano

100 Waubonsee Drive
Plano, IL 60545-2276
(630) 552-7900

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BID FORM

Having examined the bid documents in Bid 05-18-001, as prepared Waubensee Community College for Façade Improvements, and having inspected the site and the conditions affecting and governing the construction of said Project, the Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment for the sum of:

TOTAL BASE BID: \$ _____
(In Numbers)

(In Words)

		Per Bldg. Labor Hours	Per Bldg. Cost	Total Cost
1	Akerlow Hall (AKL)			
3	Auditorium (AUD)			
4	Bodie Hall (BDE) & Von Ohlen Hall (VON)			
5	Building A (A)			
6	Collins Hall (COL)			
7	Dickson Center (DKN)			
8	Erickson Hall (ERK)			
9	Henning Academic Computing Center (HCC)			
10	Main Mechanical Plant Building (MP)			
11	Campus Operations (OPS)			
12	Science Building (SCI)			
13	Von Ohlen Hall (VON)			
14	Weigel Hall (WGL)			
15	Aurora Downtown Campus Building			
16	Aurora Fox Valley Campus Building			
17	BUILDINGS SUBTOTAL		\$	
18	COST FOR PERFORMANCE AND PAYMENT BONDS			\$
19	TOTAL BASE BID (Line 17 + Line 18)			\$

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Alternate Bid: Vehicle Storage Corral and Small Storage Garage North of Ackerlow Hall

		Per Bldg. Labor Hours	Total Alternate Bid
20	Vehicle Storage Corral and Small Storage Garage North of Ackerlow Hall		\$

Proposed start date: _____

- 1. Proposed completion date:** _____
(Completion date is not a consideration in determining the low bidder.)

ACKNOWLEDGEMENT OF ADDENDA: # _____

Additional Documents that should be included with Authorization of Bid Response:

- Bid Form (2 pages)
- Subcontractors
- References of Similar Work Performed
- Certificate of Compliance with Illinois Drug-Free Workplace Act
- Certificate of Compliance with Illinois Human Rights Act
- Bidder Eligibility Certification and Non-Collusion Affidavit
- State of Illinois Business Enterprise for Minorities, Females, And Persons with Disabilities Act Information

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SUBCONTRACTORS

- Provide information on the subcontractors to be used on this project. Failure to provide this information may result in rejection of bid.

	Subcontractor / Supplier Company Name and Address	Contact
1.		
2.		
3.		
4.		
5.		
6.		

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REFERENCES OF SIMILAR WORK PERFORMED

Name	Phone
------	-------

Company Name

Address

City	State	ZIP Code
------	-------	----------

Name	Phone
------	-------

Company Name

Address

City	State	ZIP Code
------	-------	----------

Name	Phone
------	-------

Company Name

Address

City	State	ZIP Code
------	-------	----------

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CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

_____ Contractor, having 25 employees, does hereby certify pursuant to Section 3 or the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. Ch. 127 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act, further certified, that [her, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

_____ Contractor, does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, the (he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Right Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

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BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT

Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. **FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.**

_____, as part of its bid on a (*name of contractor*)

contract for the Waubonsee Community College Façade Improvements project, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

The undersigned further certifies and affirms that this proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name:

By: _____

(Authorized Agent of Contractor)

_____ Title

SUBSCRIBED and SWORN TO before me

this _____ day of _____.

_____ NOTARY PUBLIC

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STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

Vendor shall provide the following information on the MBE status of its business so that the College can comply with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Identify Business Status (___MBE ___WBE ___DBE ___VOB)

- ☐ African American
- ☐ Alaskan Native/Native American
- ☐ Asian American
- ☐ Disabled
- ☐ Female
- ☐ Hispanic American
- ☐ Veteran
- ☐ Not Applicable

Small Business

- ☐ HUBZone small business
- ☐ Service-disabled veteran-owned small business
- ☐ Small Business
- ☐ Small disadvantaged business
- ☐ Veteran-owned small business
- ☐ Women-owned small business
- ☐ Not Applicable

Certifying Organization

- ☐ DCMS (Department of Central Management Services) Business Enterprise Program
- ☐ CMBDC (Chicago Minority Business Development Council)
- ☐ IDOT (Illinois Department of Transportation)
- ☐ WBDC (Women's Business Development Center)
- ☐ Other (Please Specify)
- ☐ Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

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GENERAL INFORMATION

College Background

1. Waubonsee Community College is 50 years old and currently has four campuses. The main campus has 19 buildings and is located in Sugar Grove, Illinois, a town 60 miles west of Chicago. The total enrollment is approximately 6,000 full time and 12,000 part-time students. The college has approximately 1,400 employees.

Instructions

1. Responses to this BID shall be submitted in a sealed envelope to the address below. **Envelopes must be clearly identified with the name of the BID and Due Date/Time.** Bids received after the time and date specified will not be considered. Submit two (1 original, 1 copy) of the bid submittal to:

Waubonsee Community College
Finance Department c/o Purchasing
Dickson Center, DKN 259
Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554
1. **A mandatory pre-bid meeting will be held on Monday, May 14, 2018 at 10:00 a.m., in Room 162 at the Aurora Downtown Campus, 18 S. River, Aurora, IL.**
2. Any correspondence or questions concerning the bid should be addressed to purchasing@waubonsee.edu. All questions must be in writing and will be answered by addendum. The provision of information to one bidder, which is not disseminated to all bidders is considered a felony by law. All questions must be submitted in writing and will be responded to by addendum. Do not expect an immediate answer. Include your email address and/or fax number for any necessary communication.
3. Complete and return all pages of this bid document.
4. Bidders must acknowledge all addenda on the bid form.
5. All bid prices must be good for a period of 60 days from the date of opening.
6. The price bid for each item is the full purchase price, including delivery to destination, rigging expenses, balancing provisions no matter what the cause for imbalance, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period. List all costs individually on a separate sheet.
7. The awarded Bidder will required to provide a Performance and Labor and Material Bond in the amount of 100% of the contract.
8. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
9. Erasures or changes in bids must be initialed. White-out is NOT permitted.
10. Bids may be withdrawn by written request from bidder or his agent prior to the date and time established for opening of bids.
11. The college will issue a purchase order upon award by the college's Board of Trustees. Invoices will be paid monthly for work completed. The college's payment terms are net 30 days.
12. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on PUBLIC WORKS construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.

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WAUBONSEE COMMUNITY COLLEGE
STANDARD TERMS AND CONDITIONS

Legal Entity: Waubonsee Community College District 516, commonly known as Waubonsee Community College is described herein as “Buyer” or “WCC”.

Seller: The “Seller” means any person, business or entity designated on this purchase order or contracted to provide “Deliverables.” Deliverables means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, apparatus, equipment, supplies, repairs, or other goods delivered pursuant to this purchase order, including items incident to the provision of services.

Limitation of Authority: All purchases shall be made in accordance with Illinois law. No officer or employee of WCC not expressly authorized under Illinois law, shall make any purchase on its behalf, or enter into any contract of purchase, verbal or written, for any Deliverable of any kind or description, or accept any of them on approval or otherwise. Seller is directed to applicable Illinois law to verify the authority of any person purportedly signing on behalf of the Legal Entity. The Buyer will not be responsible for articles delivered and/or services performed for its account without a specific written purchase order that has been authorized by the Purchasing Manager.

Governing Law and Limitation of Liability: This Agreement shall be governed and construed in accordance with the law of Illinois without reference to its conflict of laws and/or provisions. It is the intent of the parties that arbitration and mediation shall not be a remedy or prerequisite required by this contract, and any reference to “arbitration” or “mediation” contained in any contract or agreement resulting from the execution of this Purchase Order is void and of no legal effect. The parties waive any right to demand a trial by Jury and agree that the venue for litigation arising from this Purchase Order or any Contract or Agreement entered into subsequent to the execution of this Purchase Order shall be in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois regardless of the place of business or residence of Seller. The parties agree that this venue is convenient for all of them and each consent to the personal jurisdiction of such court. In the event of any litigation the prevailing party shall have the right to recover its reasonable attorney’s fees and costs. WCC shall not be liable to the Seller, or to any subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement.

Indemnification: The Seller agrees to hold harmless and indemnify WCC, its officers, agents, trustees and employees, and defend each of them, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against WCC, its officers, agents, trustees or employees, including reasonable attorneys’ fees and expenses, arising out of the acts or omissions of Seller, its officers, agents or employees, resulting from or connected with Seller’s performance hereunder or failure to comply with any applicable law or regulation.

Bidding: Seller certifies that it is not barred from bidding on agreement/contract as a result of a conviction for either bid rigging or bid rotating under Illinois law. WCC reserves the right to reject any and all bids, and waive any bid irregularities.

Purchases: A purchase order is required for all orders. Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided for in this purchase order. Invoices shall show the purchase order number for each separate purchase order number issued. Failure to do so may result in a delay of payment. Packing slip shall be affixed to outside of package(s), listing contents of each package and notating an authorized purchase order number. Shipments without a purchase order will be rejected at the receiving dock.

Warranty:

1) Seller warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. This warranty is in addition to any warranties available under law, from the manufacturer, or any standard warranty of Seller.

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2) At the time of delivery, no software shall contain any virus, timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed.

3) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind.

4) Seller warrants that it has full title to the Deliverables and has the right to grant to WCC the rights and licenses contemplated herein without the consent of any third party.

Assignment: This purchase order may not be assigned, and no duty or right hereunder may be delegated, or monies payable hereunder, by Seller and Seller may not use any sub-contractor to perform hereunder, without the prior written consent of Buyer, which consent may be given or withheld at Buyer's sole discretion. Any assignment made without such consent shall be null and void.

Prices: Buyer accepts Seller's quote or bid prices as recorded on Seller's proposal and on this purchase order which shall not be changed prior to delivery or completion of services without Buyer's prior written agreement. Unless otherwise provided in this purchase order, the price includes all charges for freight and insurance. No separate charges, except those clearly recorded on Seller's proposal and on this purchase order can, or will be allowed. Seller represents that the price charged for the goods and services covered by this purchase order is commercially reasonable and is the lowest price charged by Seller to buyers of a class of purchasers similar to Buyer under conditions similar to those specified in this purchase order. All prices quoted are in U.S. dollars.

Cancellation:

- 1) In addition to all other rights and remedies provided for hereunder or under law (including without limitation, damages) Buyer may cancel all or any part of this purchase order:
 - a) if Seller breaches any of the terms, warranties or provisions hereof
 - b) upon the occurrence of any event entitling Buyer to reject the goods
 - c) if any insolvency proceeding is instituted by or against Seller
 - d) if Seller provides material false information to Buyer
- 2) Buyer, at Buyer's sole discretion, may cancel this purchase order at any time as to the goods not then delivered.
- 3) Buyer shall not be deemed to have canceled this purchase order unless it notifies Seller of its intent to do so in writing. Upon receipt of such notice Seller will immediately stop work and notify any other parties performing any part of the work to stop work and will protect property in Seller's possession in which Buyer has or may acquire an interest.
- 4) Unless Buyer exercises its right to cancel because of the events described in paragraph (1) above or because of other event or condition caused by or under the control of Seller, Seller may claim:
 - a) Reimbursement for actual out-of-pocket cost incurred by Seller as a result of such cancellation (exclusive of costs for materials that Seller can use on other orders) and
 - b) A reasonable profit on the work performed by Seller prior to cancellation. Such claim must be made within twenty (20) days of the notice of cancellation and the total amount of such claim shall not exceed the purchase price for the completed goods. In the event of cancellation Seller shall deliver to WCC all material and information as may have been involved in the provision of services or Deliverables to the date of termination.

Taxes: Waubensee Community College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Federal Excise Tax Exception Certificate will be furnished upon request.

Articles or Services: Deliverables and/or services to be delivered or performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on Seller's proposal and as itemized on this purchase order. Stated delivery time must be adhered to. Buyer reserves the right to cancel this order if Seller does not make deliveries as specified on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Buyer.

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Inspection, Acceptance and Payment by Buyer: All Deliverables shall be received subject to Buyer's right to inspection and rejection. Those rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess goods except for customary quantity variations recognized by trade practice, will be paid by Seller. Payment for Deliverables on an order prior to inspection shall not constitute acceptance.

Responsibility for Deliverables and Risk of Loss: All shipments are to be made "F.O.B. Destination" unless otherwise specified on Seller's proposal and on this purchase order and accepted by Buyer. Seller assumes and accepts that all risk of loss of goods covered hereby shall be borne by Seller until goods have been received and accepted by Buyer or received, installed, and accepted by Buyer, whichever is applicable. When articles are sold "F.O.B. Point of Origin" and the purchase order confirms this, Seller is to prepay shipping charge and record prepaid charges on invoice and attach the original receipt, freight bill or express receipt to the invoice.

OSHA: All equipment and material shall be in accordance with applicable OSHA Rules and Regulations in effect at the time of order.

MSDS: Seller shall forward any required material safety data sheet (MSDS) to Buyer on all products subject to this order.

Prevailing Wage: When a contract/order requires construction of Public Works as defined in the Illinois Prevailing Wage Act, including new structures, renovation, remodeling and expansion of existing structures, maintenance and repair of equipment on a construction site, transportation of equipment or materials to or from a construction site:

- 1) Seller and its subcontractors must pay prevailing wage to any laborers or workers working on the project. It is Seller's responsibility to determine the appropriate current prevailing wage rate.
- 2) Seller shall maintain a certified payroll which will be required prior to payment, and shall be required to submit a Wage Certification Form and maintain records in accordance with the Prevailing Wage Act [820 ILCS 130/1-12]
- 3) Prior to payment of the purchase price, Seller shall furnish lien waivers, releases, affidavits, and other documents as Buyer requires, keeping Buyer's premises lien free.

Bonds: For Public Works projects over \$50,000, the Seller shall furnish a Performance Bond and a Labor and Material Bond in an amount equal to the contract before commencing work. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or a similar rating agency.

Confidential Data: Seller shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all confidential data, whether in hard copy or electronically maintained or transmitted, received from, or on behalf of WCC or its students. These measures will be extended by contract to all subcontractors used by the Seller. Unless authorized by WCC, Seller may not copy, store, or transmit unencrypted confidential and sensitive data on non-WCC-owned/leased computing devices, or other portable storage or computing devices. Seller shall destroy such data when they are no longer needed for the purpose for which they were released.

Non-Disclosure: Seller shall not announce this agreement and relationship in any press releases or other publications, or use WCC's name or logo's in any marketing materials without prior written consent of WCC.

- 1) All information that is obtained and work performed under this agreement and the Seller's Waubonsee Community College contract/order is considered sensitive, may or may not require use of sensitive and personal data and information and falls under one or more categories of information that is subject to protection from disclosure and misuse, including but not limited to: personal information and highly restricted personal information in connection with law enforcement sensitive data and information, the Privacy Act of 1974, 5 U.S.C. § 552a et. seq., the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g et seq. (FERPA), and personal information as defined under and governed by the Personal Information Protection Act, 815 ILCS 530 et seq.

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- 2) Seller agrees to comply with all federal and state statutes, rules and regulations as identified in the Waubonsee Acceptable Usage Agreement (located at www.waubonsee.edu/it), understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be grounds for immediate termination of the contract/order and this agreement, and may subject the offender to criminal and civil sanctions.
- 3) All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of the Waubonsee Community College and must not be used by Seller for any purpose other than the purpose outlined by the contract/order and this agreement.
- 4) Neither Seller, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from Waubonsee Community College or derived therefrom at any point in time to a third party, even after termination or expiration of a contract/order, except as may otherwise be required by law.
- 5) Seller shall notify each of its officers, directors, agents, and employees having access to the Waubonsee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.

Insurance: During the term of this agreement, upon Buyer's request, Seller shall maintain, and require its subcontractors to maintain, insurance policies with limits acceptable to Buyer, to protect against claims that may arise from this purchase order. In addition, Seller and its subcontractors shall maintain Workman's Compensation insurance and Comprehensive Automobile Liability insurance coverage in amounts as required by Illinois law. Seller may be required to provide additional insurance as noted in the BID/RFP documents including but not limited to professional liability, E & O (Errors and Omissions), environmental liability and umbrella coverage. WCC, its officers, agents, employees and assigns as will be named as Additional Insured thereunder on a primary and noncontributory basis and certificate holder for all work performed on Buyer's property.

Independent Contractor: Seller shall perform its obligations as an independent contractor of WCC and nothing herein shall be deemed to constitute Seller and WCC as partners, joint venturers, or principal and agent. Seller has no authority to represent WCC and shall not represent that it or any of its subcontractors are in any manner agents or employees of WCC.

License: Upon payment in full for software, Seller grants to WCC a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license to install and use the software on all computing devices used by or for the benefit of WCC. This license is subject to the limitation on the maximum number of end users or other limitations listed on Seller's proposal, but if none, this license shall be deemed to be enterprise-wide and the software may be used by all WCC end users without any maximum number. Any Deliverable under this purchase order that may be subject to a copyright shall be considered a "work for hire" as defined by the U.S. Copyright Act and shall be owned by WCC and WCC shall be considered the author of such item. If a Deliverable shall not be considered a "work for hire" under the U.S. Copyright laws, Seller hereby irrevocably assigns all right, title, and interest in the Deliverable, including all intellectual property rights effective from the moment of creation of the Deliverable.

Smoke Free Campus: The policy of the WCC Board of Trustees is to have a smoke free college environment. Smoking on college grounds and inside college facilities and college vehicles is prohibited. Smoking is only permitted inside private vehicles.

Affirmative Action/Equal Opportunity: Waubonsee Community College is an Affirmative Action/Equal Opportunity Employer and does not discriminate against any employee or service provider because of race, sex, color, age, religion, national origin, marital status, veteran's status, physical or mental disability or any other protected status under federal or state law.

Entire Agreement: This purchase order, together with any written documents incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to this transaction and supersedes all previous communications. Any additional or different terms by the Seller or Seller's acknowledgement are rejected by the Buyer unless expressly agreed to in writing by an authorized representative of the Buyer. This agreement

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shall be binding upon and inure to the benefit of all heirs, personal representative, successors and assigns of the Seller.

INSURANCE AND INDEMNITY REQUIREMENTS

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply with the same requirements.
 - a. Comprehensive General Liability including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
 - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
 - ii. Firm shall provide Waubensee Community College with a Certificate of Insurance and endorsement naming Waubensee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.
 - b. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
 - c. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
 - i. Written in the amount of not less than \$1,000,000 each accident and covering any auto.
 - d. Umbrella Liability Insurance: Written in the amount of no less than \$2,000,000 each accident.
4. **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property

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insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

SCOPE OF WORK

Summary

1. 13 buildings and 2 structures on the Sugar Grove campus and our Aurora Downtown and Aurora Fox Valley Campus buildings have been identified needing maintenance related to the exterior masonry facades.
2. We expect to be awarding the project after approval at the June 20, 2018 board meeting and issuing a purchase order on July 1, 2018 after the start of new budget cycle.
3. We would like work to start as soon as possible after the PO has been issued and project needs to be completed by August 10, 2018.
4. Bid pricing is to be broken down per building as noted on the Bid Form. The final scope of work will be determined based on an evaluation of the bid prices and the available budget for the project. When the final scope has been determined, project scope will be awarded to one (1) bidder.
5. The total scope of work is shown in approximate volume in the descriptions included herein.
6. One hour has been blocked for the mandatory pre-bid meeting to review the scope of work and bid requirements.
7. Bidders will be given the opportunity to access the roof at the Aurora Downtown Campus to view the areas included for that building in this project.
8. After the pre-bid meeting and walk-through, bidders may visit the campus for additional unsupervised inspections; visits must be scheduled with the project manager and the bidder must log in and out at the Campus Operations building for their visit (exception Aurora Fox Valley Campus building).
9. Any questions that come up from the unsupervised site inspection should be emailed to purchasing@waubonsee.edu with a picture noting the building and elevation for the location/area in question.

Required Qualifications

1. Bidder is responsible to furnish all tools, material and labor to complete the scope unless otherwise noted.
2. Contractor shall provide adequate personnel and equipment to permit the timely completion of the project.
3. The Awarded Bidder warrants to the College that: (1) materials and equipment furnished will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Contractor will install all products and materials per manufacturer's written instructions.
4. Awarded Bidder will provide copies of subcontractor's certificates of insurance prior to start of work.
5. The successful bidder will be required to furnish a Performance and Labor and Material Bond in the amount of 100% of the Contract Amount. The Surety is to be approved by the Owner.
6. Contractor will warranty their work for one year.
7. Prevailing Wage - The Contractor certifies that all contracts with their subcontractors, and all subcontractors' contracts with each lower-tier subcontract have inserted written stipulation that not less than the local prevailing wage rate shall be paid to all laborers, workers, etc.
8. Site Examination - Bidders are required to examine the site, so they will fully understand what is to be done, and the conditions under which the work shall be performed. The site is considered open for inspection to all bidders. The Owner will not entertain additional costs to the construction work for failure on the Bidder's part who does not inspect the site.

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9. Change Orders - The successful bidder shall be required to follow the Owner's guidelines for change order mark-ups, namely that any change order proposal submitted to for an increase to the contract sum shall be limited to a maximum of ten percent (10%) of the cost of the additional materials and labor for the general conditions and profit of the Contract. This includes any increase to the performance bond. The performance bond is considered part of the general conditions costs.

Cleaning and Waste Disposal

1. Contractor shall be responsible for all cleaning required for work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations.
2. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each workday. Contractor is responsible for the management and removal of waste materials, including hazardous materials, to be disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.

Specifications

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Replace fractured &/or spalled masonry units as noted.
2. Cut and tuck point existing mortar joints as noted.
3. Pressure wash all areas as noted.
4. Barricade or caution tape perimeter of work areas daily as progress is made.
5. A plan/schedule of execution is to be provided to the WCC Project manager with daily progress updates provided verbally or via email.
6. All tools and material required to execute the scope of work (including, lifts, scaffolding, etc.)
7. Landscaping and hardscaping is to be protected from damage, especially ruts from lifts and scaffolding. If areas are not accessible without damaging landscaping, it must be reported to the WCC Project Manager prior to the damage occurring.

B. Areas Requiring Attention:

1. Akerlow Hall (AKL):
 - a. Includes all elevations.
 - b. Strip and re-caulk/seal windows to masonry at ALL windows.
 - c. Pressure wash all elevations & apply sealer to all masonry.
 - d. Note: Akerlow Hall (AKL) is paired with Weigel Hall (WGL), see photos later in the scope to identify the joint between the buildings.
2. Auditorium (AUD):
 - a. Includes all elevations.
 - b. Re-caulk/seal windows to masonry on ALL elevations.

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- c. Pressure wash all elevations & apply sealer to all masonry.
- 3. Bodie Hall (BDE):
 - a. Includes all elevations.
 - b. Strip and re-caulk/seal windows to masonry as needed (estimated about 20% of windows) on all elevations.
 - c. Pressure wash all elevations & apply sealer to all masonry.
 - d. Note: Bodie Hall (BDE) is paired with Von Ohlen Hall (VON), see photos later in the scope to identify the joint between the buildings.
- 4. Building A (A):
 - a. Includes all elevations.
 - b. Pressure wash all elevations & apply sealer to all masonry.
- 5. Collins Hall (COL):
 - a. Includes all elevations and bridge to the Auditorium.
 - b. Re-caulk/seal windows to masonry on East elevation
 - c. Pressure wash all elevations & apply sealer to all masonry.
- 6. Dickson Center (DKN):
 - a. Includes all 4 primary building elevations and Bridge to Von Ohlen Hall and Trash corral.
 - b. Pressure wash all elevations & apply sealer to all masonry.
- 7. Erickson Hall (ERK):
 - a. Includes North, West, and South Elevations
 - b. Re-caulk/seal windows to masonry (estimated about 50% of windows)
 - c. Pressure wash all 3 elevations & apply sealer to all masonry
 - d. Note: Erickson Hall is paired with Field House (FLD), see photos later in the scope to identify the joint between the buildings.
- 8. Henning Academic Computing Center (HCC):
 - a. Includes all elevations.
 - b. Strip and re-caulk all vertical expansion joints.
 - c. Pressure wash all elevations & apply sealer to all masonry.
- 9. Main Mechanical Plant Building (MP):
 - a. Includes all elevations.
 - b. Pressure wash all elevations & apply sealer to all masonry.
- 10. Campus Operations (OPS):
 - a. Includes all building elevations.
 - b. Strip and re-caulk all expansion joints.
 - c. Pressure wash all building elevations.
- 11. Science Building (SCI):
 - a. Includes all elevations.

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- b. Pressure wash all elevations & apply sealer to all masonry.

12. Von Ohlen Hall (VON):

- a. Includes all elevations.
- b. Strip and re-caulk/seal windows to masonry as needed (estimated about 50% of windows) elevations.
- c. Pressure wash all elevations & apply sealer to all masonry.
- d. Note: Bodie Hall (BDE) is paired with Von Ohlen Hall (VON), see photos later in the scope to identify the joint between the buildings.

13. Weigel Hall (WGL):

- a. Includes all elevations.
- b. Strip and re-caulk/seal windows to masonry at ALL windows.
- c. Pressure wash all elevations & apply sealer to all masonry.
- d. Note: Akerlow Hall (AKL) is paired with Weigel Hall (WGL), see photos later in the scope to identify the joint between the buildings.

14. Aurora Downtown Campus Building (18 S. River St., Aurora)

- a. 3 of the 4 parapet walls on the roof are showing signs of water infiltration and cracking on the interior side (accessible from the roof).
- b. Grind any cracks wider than 1/16" to a minimum depth of 1/2" and apply urethane sealant to the crack (tooled to maximize adhesion).
- c. Apply a coat of Sherwin Williams white Elastomeric paint to the entire interior side of applicable walls.
- d. Roof membrane is to be protected with tarps while all work is taking place.

15. Aurora Fox Valley Campus Building (2060 Ogden Ave., Aurora)

- a. Includes all elevations.
- b. Strip and re-caulk all vertical Dryvit joints.
- c. Tuckpoint various areas with loose/missing mortar joints as needed
- d. Pressure wash all 3 elevations & apply sealer to all masonry

3. Bid Alternates

1. Vehicle storage corral and small storage garage North of Akerlow Hall:

- a. Includes ALL interior and exterior elevations of corral and ALL exterior elevations of the storage garage.
- b. Tuckpoint various areas with loose/missing mortar joints as needed
- c. Pressure wash all elevations & apply sealer to all masonry.

1.2 QUALITY ASSURANCE

A. Masonry restoration contractor shall have not less than five years documented experience doing work specified herein.

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B. Workmen shall be experienced in use of equipment on this project. Contractor shall use full-time foreman who has minimum of three years of experience in all phases of masonry restoration used in this project.

1.3 REGULATORY REQUIREMENTS

A. Contractor shall comply with the requirements of EPA regulations, OSHA regulations, and all applicable State and local government regulations governing work within this specification.

B. Building Code Requirements for Masonry Structures (ACI 530-92/ASCE 5-92/TMS 402-92).

1.4 SUBMITTALS

A. Proof of experience requirement for firm doing the actual work.

B. Submit manufacturer's product data.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site.

B. Store and protect products.

1.6 EXISTING SITE CONDITIONS

A. Examine the existing wall areas to be repaired. The exact amount of work to be performed can only be established by a thorough examination of the site.

B. Self-guided site inspections must be scheduled in advance with the WCC Project Manager between the hours of 8 am and 4 pm Monday through Friday. Contractor is required to check-in at the Campus Operations building prior to examining the campus buildings and check-out upon completion of the visit.

1.7 WARRANTIES

A. Warrant for a period of one year the masonry repairs against:

1. Loss of bond between mortar and masonry units. #1011-04 Tuck Pointing & CMU Replacement 3

2. PRODUCTS

2.1 MATERIALS

A. Mortar: ASTM C270, Type N, match existing in color:

1. Water shall be potable, clean and free from acids, alkalis, or organic materials.

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2. Sand shall conform to ASTM C144, and shall be hard, sharp, clean, well graded, and free of organic material.
3. Lime shall conform to ASTM C207, type S, Hydrated lime for Masonry Purposes. Air entrained lime shall not be used.
4. Cement shall conform to ASTM C150, type II Portland Cement. It shall not contain more than 0.6 percent alkali to avoid efflorescence. Air entrained mortar shall not be used.
5. The use of admixtures will not be permitted without the prior written approval of Architect/Engineer.

B. Expansion Joint Sealants:

1. Sealant material shall be a one component exterior type urethane non-sag (gun) grade with elasticity to provide +25% movement capability. Color of sealant shall match existing mortar color. Comply with Federal Specification TT-S-00230C, Type II, Class A. Acceptable manufacturers:
 - a. Tremco, DyMonic
 - b. Sika Corporation, Sikaflex-1a.
 - c. Sonneborn Building Products, Sonolastic NP-1.
2. Backer rod shall be round polyethylene closed-cell foam of such diameter to assure compression when placed, and be compatible with the sealant selected.

C. Cleaning Agents

1. Acceptable manufacturers:
 - a. ProSoCo
 - b. Hydrozo
 - c. Diedrich

3. EXECUTION

3.1 ENVIRONMENTAL REQUIREMENTS

- A. Do not lay masonry or stonework, repoint, install sealant, wash down, or wet surfaces, when temperature may drop below 40oF within 24 hours.

3.2 PREPARATION

- A. Protect existing adjacent windows, roofing and coping from damage due to repair operations.
- B. Protect elements surrounding the work of this section from damage or disfiguration.
- C. Protect parking lot surface, sidewalks below the work area.
- D. Protect roof membrane and flashings from damage. Use plywood panels to protect roofing from punctures and other damage.

E. Where materials are attached to the masonry (such as roof flashing, downspouts and collectors, etc.) temporarily remove same sufficiently to allow access to the masonry for required work. Re-attach or re-install at end of project. Provide new attachment hardware where missing, finished to match existing. Repair to existing condition any damage to such materials caused by this Contractor, or replace with like kind.

3. 3 REPOINTING

A. Remove existing construction.

1. Remove the damaged or fractured existing mortar joints to a minimum depth of 1", or as much as may be necessary to reach sound material. Take care to avoid damaging existing masonry units or enlarging width of joints. Mechanical tools such as saws or impact hammers will be permitted only on specific written approval of Architect/Engineer and demonstrated ability by operators to use without damage to masonry.
2. Repair or replace existing masonry units damaged by cutting, spalling and chipping caused by routing operations.
3. Thoroughly remove loose material from joints using a hose stream under normal pressure or by low-pressure compressed air.
4. Repair existing masonry units that are cracked or fractured.
5. Final preparation of the joint shall be done by hand.

B. Preparation.

1. Mortar mixing.
 - a. Mortar should be mixed carefully to obtain uniformity of visual and physical characteristics, and comply with ASTM-C270.
 - b. Material proportions by volume to produce type N minimum strength:
 1. One part cement, one part lime, 6 parts sand.
 - c. Thoroughly mix lime, Portland cement and sand prior to adding water.
 - d. Add one half the water volume and mix for 5 minutes. Remaining water should be added in small amounts until desired consistency is reached.
 - e. Mortar should be used within 30 minutes of final mixing.
 - f. Re-tempering is not permitted.

C. Filling the joints.

1. After carefully routing and cleaning joints, wet joints thoroughly and then apply fresh repointing mortar. Allow water to soak into joints, but joints shall not be visibly wet with standing water during tuck pointing.
2. Fill mortar joints in layers not over 1/4" thick with each layer applied with pressure as soon as previous layer has partially dried. Do not tool each layer smooth; leave surface rough to help bond of subsequent layers. Compress the final packing as much as possible to completely fill joint. Compact joints solidly before final tooling.
3. Tool joints concave to match existing. Take care to not spread mortar over edges of brick onto exposed surfaces. Do not featheredge mortar. Cure mortar by maintaining in a damp condition for 5 days.
4. Allow mortar to fully harden for 10 days after completion of work.

5. Thoroughly clean exposed masonry surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and cleaning agent.

3.4 CLEANING-GENERAL

A. Promptly as work proceeds and upon completion, remove excess mortar, smears, efflorescence and droppings.

1. Before cleaning verify that all mortar joints in area to be cleaned have been repointed and are sufficiently hard for cleaning.
2. Test areas to be cleaned to determine the most effective cleaning method starting with the gentlest means possible utilizing brush and water wash at low to medium pressure. If alkaline or acidic cleaning methods are necessary, mask off areas below to protect finishes that may be damaged by chemical cleaners.
3. Start cleaning at the lowest designated wall area and proceed to the top of the wall always keeping surfaces wet below the area being cleaned and rinse frequently to reduce the potential for streaking.
4. After the designated area has been cleaned, wash down the wall areas below.
5. The use of abrasive cleaning will not be permitted.

B. Clean adjacent and adjoining surface of marks arising out of execution of work of this section.

C. At end of each days' work, sweep up and remove sand, mortar droppings, dust, dirt, debris, and rubbish.

D. At completion of this work, remove all construction aids and insure that all sand, mortar droppings, debris, and rubbish have been removed.

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Akerlow Hall (AKL) / Weigel Hall (WGL) Building Joints:



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Bodie Hall (BDE) / Von Ohlen Hall (VON) Building Joints:



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Erickson Hall (ERK) / Field House (FLD) Building Joints:





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Waubonsee Community College Aurora Fox Valley Campus Map

