

**Request for Bid Q01136
Campus Wireless Upgrade – Indoor
Addendum #1
January 5, 2024**

All changes to the Request for Bid (RFB) are valid only if they are issued by written addendum. Each respondent must acknowledge receipt of any addenda in their bid submission. Each respondent, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge receipt of any addenda may cause the bid to be rejected. If any language or figures contained in this addendum are in conflict with the original document this addendum shall prevail.

This addendum consists of the following clarifications and additional information:

1. Attached is a draft copy of the Agreement between Owner and Contractor. The awarded Contractor is expected to execute this contract upon award.
2. If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the College may assess liquidated damages in the amount of \$450.00 per calendar day of delay.
3. The substantial completion date is June 15, 2024.

This addendum consists of the following questions received:

1. Please clarify items that would need to be purchased by the Contractor versus what is provided by Harper College.
Response: The Contractor is responsible for providing and running the cabling from the patch panel in the indicated TR/closet to nearby AP location. The Contractor is responsible for providing the jacks, cover plates, and any necessary boxes or hardware needed to complete this in a professional manner that follows industry best practices. Contractor will supply and mount the patch panels, and all cat6a cable between the patch panel and the data jacks near the AP install location.
2. Which Aruba AP model is this?
Response: Aruba 635.
3. Will you be needing any coring?
Response: There is a possibility but that will be outside the scope of this bid.
4. Are there any pull strings?
Response: Pull strings/lines have been placed throughout campus for areas where space and access are difficult. If a pull string is used, we require the pull string or tape be reinstalled or replaced as part of this bid.
5. Can you clarify the working hours?
Response: 6:30 a.m. to 4:30 p.m. Monday through Friday. For the purposes of this bid work should be done without overtime.
6. Are there existing pathways?
Response: In most areas above the ceiling yes. For the purposes of this bid the contractor should assume there are existing pathways (ladder rack or open air) above the ceiling that can be utilized for this work. The contractor should also assume that the job will require typical hand tools that are used with existing pathways such as fish tape, fiberglass rods, flashlights, drills, ladders, etc. The contractor will be required to

decide the best way to access the pathways, for example using motorized lifts instead of ladders. Any additional cost for these materials or labor is the contractor's responsibility.

7. Will the vendor be doing any testing or optimizing?

Response: The only testing we require is that the CAT6a cables and installation be certified and warranted by the contractor and manufacturer. Any testing and optimizing of the APs will be done by Harper or others.

Sincerely,

Nathan Chung
Purchasing Specialist
Purchasing@harpercollege.edu

OWNER / CONTRACTOR AGREEMENT

This Owner/Contractor Agreement (the “Agreement”) is made as of **[INSERT DATE]**, 2024, by and between The Board of Trustees of William Rainey Harper College No. 512 (“Owner”) and **[NAME OF CONTRACTOR]** . (“Contractor”).

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work and services in strict accordance with the following terms and conditions, and Owner shall pay for such performance as provided in this Agreement. In consideration of these recitals, and the terms and conditions of this Agreement, and intending to be legally bound, the parties agree as follows:

1. **Scope of Project.** Contractor shall perform all work required for the **[INSERT NAME OF PROJECT]** at Owner’s campus located at 1200 W. Algonquin Road, Palatine, Illinois, or at a location otherwise designated by the College (the “Project”). Contractor shall perform all work and other services in strict accordance with the instructions, terms, conditions, drawings and specifications contained in the proposal submitted to Owner by Contractor on or around, **[DATE]**, (attached hereto and incorporated as “**Exhibit A**”) as modified by Owner’s Purchase Order, if any, or other modifications and addenda issued by Owner, (attached hereto and incorporated as “**Exhibit B**”), and, with any other applicable agreements referenced in the Contractor’s proposal, if any, all of which shall be considered the “Contract Documents.” All Contract Documents are hereby incorporated into this Agreement by this reference, and in the event of a conflict between any of the Contract Documents and this Agreement, this Agreement shall control. Further, in the event of any conflict between Exhibit B and Exhibit A, Exhibit A shall control. Contractor shall perform all work contained in the Contract Documents (the “Work”) utilizing the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of Owner. Where applicable, Contractor shall perform all services to the standard of care applicable to design professionals performing similar services for projects of like size and kind (the “Standard of Care”). All deliverables furnished under this Agreement shall comply with all applicable building codes, zoning, laws, statutes, codes, ordinances, orders, rules and regulations of the governmental authority or authorities having jurisdiction over the Project, subject to the Standard of Care. Contractor acknowledges that its position with the College is one of trust and confidence, and that Contractor shall perform work, render services and otherwise act in the College’s best interest with respect to all decisions concerning the Project. Contractor shall not engage in any activity, provide any services, or enter into any contract that may reasonably appear to conflict with Contractor’s duties to the College or with Contractor’s professional judgment concerning the Project. Notwithstanding, Contractor and its employees are independent contractors with respect to the College.

2. **Means, Methods, Supervision and Schedule.** Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner, and shall cause its Subcontractors to comply with the terms and conditions of this Agreement. Contractor shall be solely responsible for the safe work of its employees and its Subcontractors’ and suppliers’ employees. All Work required by the Contract Documents shall commence on **[INSERT COMMENCEMENT DATE]** and all Work, including the Punch List Work, shall be completed by **[INSERT FINAL COMPLETION DATE]**. Contractor shall promptly notify Owner immediately in

writing: (i) of any information required from Owner and necessary for Contractor to complete its work in a timely manner; and (ii) of any work requested by Owner that is not included in the scope of work provided in the Contract Documents. Time is of the essence under this Agreement and Contractor confirms that the schedule set forth for completion of the Work is reasonable. Further, Contractor agrees to, and shall cause any Subcontractor to agree to, the following:

2.1 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, Contractor or any of its Subcontractors.

2.2 All Subcontractors shall acknowledge and agree (1) that Owner is a direct intended third party beneficiary of each Subcontract between Contractor and Subcontractor; (2) that notwithstanding any contract provision to the contrary, Subcontractor shall be bound to perform the Work in accordance with the Contract Documents; and (3) that the Subcontractor is not a third-party beneficiary of any contract between Contractor and Owner.

2.3 Each subcontract agreement shall preserve and protect the rights of Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against Contractor that Contractor, by the Contract Documents, has against Owner.

2.4 Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, additional utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

2.5 Contractor and any Subcontractors shall conform to labor laws of the State and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable thereto. Contractor shall enforce among all personnel directly or indirectly employed by it, and among all Subcontractors and their employees, all rules which Owner may establish for conduct of such personnel on the site.

2.6 Contractor and any Subcontractors shall pay prevailing wages in accordance with and shall fully comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et seq., including those set forth in Section 13.1.3.1 herein. This Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and Contractor and each

Subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All Contractors, Subcontractors, and sub-Subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

2.7 Contractor and any Subcontractors shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Contractor and any Subcontractors shall not damage or endanger a portion of the Work or fully or partially completed construction of Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. Contractor and any Subcontractors shall not cut or otherwise alter construction by Owner or a separate contractor except with written consent of Owner. Consent shall not be unreasonably withheld. Contractor shall not unreasonably withhold from Owner its consent to cutting or otherwise altering the Work.

2.8 In all cases where Work interconnects with existing facilities, Contractor shall field measure and verify at the site all dimensions relating to such existing facilities. Any conflicts in the Work and the existing facilities which could have been mitigated by Contractor's obligation to verify the dimensions of the existing facilities shall be promptly rectified by Contractor at its own expense, and such obligation does not limit Owner's other rights and remedies under the Contract Documents.

2.9 In the event of any Work Owner determines is not in conformance with the Contract Documents or is otherwise subject to Contractor's obligations under Section 5, Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner. Contractor shall bear the cost of correcting destroyed or damaged construction of Owner, whether completed or partially completed, caused by Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

2.10 Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, Contractor shall remove waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Throughout the progress of the Work Contractor shall continually remove from the Project Site and from any adjacent property, all waste, scraps, tools, equipment, storage facilities, machinery, trailers, and vehicles no longer required for prosecution of the Work, such that the Project site remains clean, orderly, and safe.

2.11 The parties agree that time is of the essence of this Agreement. If the Contractor fails to achieve completion of the Work by the Substantial Completion date(s) established in the Contract Documents and/or as established in the approved construction schedules, (the "Scheduled Date(s) of Substantial Completion"), the

Contractor shall be liable to the Owner for and shall pay the Owner the lesser of \$450.00 per calendar day for each and every such day between the Scheduled Date(s) of Substantial Completion and the actual date(s) of Substantial Completion, and the Owner may set off and deduct such amounts from payments due, or which may later become due, to the Contractor. The parties stipulate and agree that this provision is fair and reasonable, and the per day rate established in this Section is fair and reasonable, considering the nature of the harm that may be incurred by the Owner as a result of such delay, and the difficulty or impossibility of ascertaining, calculating, and/or proving the actual damages resulting from such delay. The parties stipulate and agree that this Section 2.11 is a valid and enforceable liquidated delay damages clause, and is not a penalty.

3. **Owner's Rights to Stop and Takeover Work.** If Contractor fails to correct, or fails to commence and continue correcting, Work that is not in accordance with the requirements of the Contract Documents after receiving notice of any deficiency from Owner or repeatedly fails to carry out Work in accordance with the Contract Documents, Owner may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of Owner to stop the Work shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity. Further, if Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or approved construction schedules following notice from Owner, and fails within a five-day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may correct such default, neglect, or failure, or otherwise complete the Work. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and reasonable attorneys' fees, and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, Contractor shall pay the difference to Owner within thirty (30) days after a request by Owner. Owner's rights and remedies under this section are in addition to, and not a limitation of, any other rights and remedies of Owner under the Contract Documents or otherwise.

4. **Payments to Contractor.** Owner shall pay Contractor for work properly performed under this Agreement an amount not to exceed the following Contract Sum for all Work identified in Exhibit A: [CONTRACT SUM], which shall include all contingencies or allowances to be used only with prior written approval of Owner, if any, and any fees. On a monthly basis during the progression of the work, Contractor shall by the first day of each month submit monthly statements reflecting all work completed in the previous month. Owner shall make payments to Contractor forty-five (45) days after receipt of properly submitted statements. Such payments shall be made in proportion to the percentage of completion of the Project, less retention of ten percent (10%), which shall be held by Owner until final completion of the Project, including the completion of all punch list items. Contractor's monthly statements shall itemize the work into a schedule of values equal to the Contract Sum, and for each item of work shall indicate the Scheduled Value of the Item, Work Completed, Amount Currently Due, Previous Amount Billed, Previous Amount Paid, and Balance of Contract Outstanding. Upon request, each monthly statement shall be accompanied by certified payroll in accordance with Section 5 of the Prevailing Wage Act, 820 ILCS 130/5, *et seq.*, and with all lien waivers covering all lien rights arising from payments previously made by Owner.

5. **Defective Work and Guarantee.** All work shall be of high quality and free of defect. Contractor shall promptly correct any defective work. Payment by Owner for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct defective work. Contractor hereby warrants that all work is free from defect for one year following completion of the work, and upon notice by Owner, Contractor shall promptly correct such defects appearing within said one-year period. This warranty is in addition to any warranties that may be required, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action Owner may have against Contractor.

6. **Termination.** Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. "For cause" means any material breach of this Agreement. If this Agreement is terminated for cause, Owner shall have no further obligation to make payments to Contractor for work completed, and Contractor shall be liable to Owner for any increase in project cost incurred by Owner in completing the work. If this Agreement is terminated for convenience, Contractor shall be paid for work properly completed prior to termination, but shall not be entitled to any other compensation from Owner, and shall have no claim for lost profits, or for any other direct, consequential, incidental, or other damages.

7. **Indemnification.** Contractor shall indemnify, defend, and hold harmless Owner, its Board of Trustees, board members individually, administrators, employees, agents, representatives, volunteers, insurers, and attorneys from all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, to the extent arising from any negligent act or omission of Contractor, its employees, or its Subcontractors, suppliers, and their employees, and to the extent arising from any breach of this Agreement by Contractor. Contractor hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2nd 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend Owner and Contractor is not limited by the so called "Kotecki Cap". Contractor shall include this provision in each of its Subcontract agreements and shall require its Subcontractors to be so bound.

8. **Insurance.** Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause Owner, its board of trustees, board members individually, administrators, employees, agents, representatives, volunteers, insurers, and attorneys, to be named as additional insureds on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A / XV. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to Owner. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days' written notice to Owner prior to any termination, cancellation or material amendment to that policy. Upon execution of this agreement and on an annual basis thereafter during the term of this agreement or any extension thereof, Contractor shall furnish to Owner certificate(s) of

insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$1,000,000 per occurrence / \$2,000,000 aggregate

Further, Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk or equivalent policy form for all losses in the amount of the Contract Sum, as modified by Change Orders, comprising the total value for the entire Project at the site on a replacement cost basis. Insurance obtained by Contractor shall insure against the risks and peril of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, airborne property, debris removal and other perils or causes of loss, including physical loss or damage to the Work and any materials or equipment in transit, at the Project Site or another location. Such insurance, or other coverage necessary to be obtained by Contractor, shall include mechanical breakdown insurance, including startup and testing in the interest of Owner or Contractor and its Subcontractors. Any required deductible shall be paid by Contractor unless the Contract Documents otherwise provide or Owner acknowledges its obligation to pay such deductibles in writing and prior to commencement of the Work. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made until no person or entity other than Owner has an insurable interest in the property required to be covered.

9. **Bonds.** Contractor as principal shall furnish to Owner as obligee bonds covering faithful performance of the Contract and payment of obligations arising from the Contract. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, et seq., and with all the Contract Documents to the extent not in conflict with the Act. Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Each such surety shall have a Best's Key Rating Guide rating of at least A / VIII. The payment and performance bonds shall be executed on AIA Document A311 or A312, or on another form acceptable to Owner, and shall include a penal sum equivalent to or greater than the Contract Sum. All terms and conditions of all Contract Documents, including those that comprise these A201 General Conditions, as amended, shall be deemed incorporated by reference into each bond furnished under this Contract. Any provision of any bond purporting to create a condition precedent for Owner not otherwise contained in the Contract Documents, or which otherwise

purports to abrogate or nullify Owner's rights or remedies otherwise available in contract, law, or equity, is void. If any provision of any bond purports to shorten the period of limitations and/or the period of repose as provided in Section 13-214 of the Code of Civil Procedure, 735 ILCS 5/13-214, or if any provision of any bond purports to shorten any other applicable statute of limitation or repose, such provision of such bond shall be null and void, but all other provisions of such bond shall remain enforceable.

10. **Liens.** If any liens or claims of lien are placed on the Project or the funds designated for the Project by any Subcontractor or supplier, and such liens or claims of lien are due to Contractor's breach of this Agreement or other circumstances or events under Contractor's control, Contractor shall indemnify Owner for all costs, expenses, and attorneys' fees incurred in the resolution of such lien, and Owner shall have the right to withhold from payments due to Contractor an amount sufficient to satisfy such lien or claim of lien, along with an amount sufficient to cover attorneys' fees and other administrative costs that have been or may be incurred by Owner in connection with the resolution of such lien or claim of lien.

11. **Materials.** All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturer's recommendations. If requested by Owner or otherwise required by the Contract Documents, Contractor shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data, literature, and shop drawings. All manufacturer's warranties, installation and operating manuals, shall be forwarded to and assigned to Owner prior to completion of the work.

12. **Interpretation.** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

13. **Differing Site Conditions.** Contractor represents that it has visited, or has not bene refused the opportunity to visit, the Project site, become generally familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, including the Project Work Order, and has satisfied itself as to the nature and location of the Work, the general and local conditions, including those bearing upon access (including partial or total restrictions on access), transportation, delivery, disposal, staging, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of existing conditions to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Work and all other matters which can in any way effect the Work or the cost thereof under this Agreement. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve Contractor from any obligation under the Contract Documents. If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents from conditions reasonably anticipated or inherent in the work, Contractor shall immediately stop the work and notify Owner of the condition in writing. Owner shall then issue directions. The contract time and contract price shall be equitably adjusted as necessitated by such condition. However, prompt written notice by Contractor of the condition shall be a condition precedent to such adjustments.

14. **Successors and Assigns.** Contractor shall not assign any rights or delegate or subcontract any duties under this Agreement without the prior written consent of Owner, and any attempted assignment, delegation or subcontracting shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **Controlling Law and Interpretation.** This Agreement is to be governed by the laws of the State of Illinois, without regard to conflict of law principles. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

16. **Prevailing Party; Attorney's Fees.** In the event that the College is determined to be the prevailing party in any litigation or proceeding arising as a result of the breach of this Agreement or the failure to perform hereunder, or failure or untruthfulness of any representation or warranty herein, the College shall be entitled to collect the costs and expenses of bringing or defending such litigation or proceeding, including reasonable attorneys' fees, from Contractor.

17. **No Assignment or Delegations.** Except as may be otherwise provided in the Scope of Services, each of the Parties represents that it has not assigned and will not assign any rights under the Agreement, and that it has not delegated and will not delegate or subcontract any duties arising under this Agreement.

18. **No Third-Party Beneficiaries.** The Agreement is not intended to confer any rights upon any third party who is not a Party to the Agreement.

19. **Entire Agreement; Conflict.** This Agreement and the Contract Documents represent the entire agreement between Contractor and Owner with respect to this Project, and supersede all prior representations, negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Contractor. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall control.

Executed on the date last written below, by and between:

**The Board of Trustees of
William Rainey Harper College No. 512**

[CONTRACTOR]

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____