

**Sauk Valley Community College
November 24, 2025**

Action Item 4.9

Topic: **Contract Approval – 2024 Brickwork South Project**

College Health Metric: **Campus Environment – College facilities and grounds are clean and updated; the campus is safe, secure, and welcoming.**

Presented By: **Dr. David Hellmich and Richard Groleau**

Presentation:

Part of the retaining wall along the South side of the building has bricks spalling and missing. This brick is beyond repair and needs to be removed and replaced. The quote we received from NICAM Construction was for removal \$4,800.00 and replacement \$32,700. The total price is \$37,500.

Recommendation:

The administration recommends the Board accept the bid from NICAM Construction of Freeport, Illinois with a bid amount of \$37,500 for the 2024 Brickwork South to be paid from restricted use funding bond proceeds.



Aug 19, 2024
Sauk Valley College

Project: Masonry wall repair update

Dear Rich,

Please find our bid to replace the brick on the retaining wall as described on site.

Demo \$4,800.00

New brick \$32,700.00

Work included:

- Remove and reinstall slate cap
- Remove old brick complete and install new brick leaving the existing block in place
- Anchor new brick to existing block
- Supply mortar to match existing as close as possible
- Load and haul old brick offsite

Clarifications and exclusions:

- Bid is good for 30 days from date shown above
- "By others" means this work is not included in our bid
- Exclude permits, bonds and/or fees of any kind
- Exclude layout for our work
- Exclude scheduling, payment or interpretation of any material testing
- Exclude any work with hazardous materials, dewatering or winter conditions
- Owner to supply new brick not included in our price

Thank you for your consideration.

Gavin Harn
cell 815/291-3247

ADDENDUM TO CONSTRUCTION CONTRACT

Project: MASONRY WALL REPAIR UPDATE PROJECT - Sauk Valley Community College

Contractor: NICAM CONSTRUCTION LLC

Contract Amount: \$37,500

Date: 10/16/2025

This addendum supplements and modifies the original contract proposal dated 8/19/2024 between Sauk Valley Community College ("College") and NICAM CONSTRUCTION LLC ("Contractor"). The following provisions are hereby incorporated into the contract and shall govern the performance of this public works project:

1. PREVAILING WAGE COMPLIANCE (820 ILCS 130)

1.1 This contract is subject to the Illinois Prevailing Wage Act. Contractor shall pay all laborers, workers, and mechanics employed on this project no less than the prevailing wage rates established by the Illinois Department of Labor for Lee County, Illinois.

1.2 Contractor shall obtain current prevailing wage rates from the Illinois Department of Labor website and post such rates conspicuously at the job site.

1.3 Contractor shall submit certified payroll records monthly to the Illinois Department of Labor through the Prevailing Wage Portal by the 15th day of each calendar month.

1.4 Contractor shall provide written notice to all subcontractors of prevailing wage requirements.

2. SUBSTANCE ABUSE PREVENTION PROGRAM (820 ILCS 265)

2.1 Prior to commencing work, Contractor shall file with the College a written substance abuse prevention program meeting the requirements of 820 ILCS 265.

2.2 The program shall prohibit use, possession, distribution, or being under the influence of drugs or alcohol while performing work on the project.

2.3 All employees shall submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing.

2.4 Testing shall include a minimum nine-panel urine drug test plus alcohol test, performed by a laboratory certified for Federal Workplace Drug Testing Programs.

2.5 Contractor shall immediately remove any employee who violates the substance abuse policy.

3. DIFFERING SITE CONDITIONS (30 ILCS 557)

3.1 If Contractor discovers subsurface or latent physical conditions differing materially from those indicated in the contract, Contractor shall notify the College in writing before disturbing the condition.

3.2 The College shall promptly investigate any reported conditions.

3.3 If conditions materially differ and cause cost or time increases, the College shall make equitable contract adjustments.

3.4 No claims for additional costs or time shall be allowed unless proper written notice is provided.

4. BONDING AND INSURANCE REQUIREMENTS

4.1 Performance and Payment Bond: Not required for this contract as it is under the \$150,000 threshold.

4.2 Insurance Requirements: Contractor shall maintain the following minimum insurance coverage:

- Workers' Compensation: As required by Illinois law
- General Liability: \$1,000,000 per occurrence
- Commercial Auto Liability: \$1,000,000 per occurrence
- College named as additional insured on all policies

5. PAYMENT TERMS AND RETAINAGE

5.1 Payment Schedule: 50% down payment as specified in original contract, with balance due upon completion.

5.2 Retainage: College may withhold up to 10% of each payment as retainage until project completion.

5.3 Prompt Payment: Final payment shall be made within 30 days after completion and acceptance of work.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 Contractor shall not discriminate against any employee or applicant based on race, color, religion, sex, national origin, age, disability, or other protected characteristics.

6.2 Contractor shall take affirmative action to ensure equal employment opportunities.

6.3 All job solicitations shall state that qualified applicants will receive equal consideration.

7. BUSINESS ENTERPRISE PROGRAM COMPLIANCE

7.1 Contractor shall make good faith efforts to utilize certified minority, women, veteran, and disability-owned businesses as subcontractors and suppliers.

7.2 Contractor shall maintain records of outreach efforts and report to the College upon request.

8. COMPLIANCE CERTIFICATIONS

8.1 Contractor certifies compliance with all applicable federal, state, and local laws and regulations.

8.2 Contractor shall indemnify and hold harmless the College from any violations of the requirements set forth in this addendum.

9. INCORPORATION AND ENFORCEMENT

9.1 This addendum is incorporated into and becomes part of the original contract.

9.2 In case of conflict between this addendum and the original contract, this addendum shall control.

9.3 Failure to comply with any provision of this addendum may result in contract termination and contractor debarment from future public works projects.

CONTRACTOR ACKNOWLEDGMENT

By signing below, Contractor acknowledges receipt of this addendum and agrees to comply with all provisions set forth herein.

Contractor: _____ **Date:** _____

Sauk Valley Community College: _____ **Date:** _____