



3501 Kishwaukee Street  
P.O. Box 7480  
Rockford, IL 61126-7480  
815-387-7400  
815-387-7538 (FAX)

Donald Massier, President  
Elmer Jones, Vice President  
Rick Pollack, Clerk/Treasurer  
Ben Bernsten, Trustee  
John Sweeney, Trustee  
Timothy S. Hanson, District Director

**INVITATION TO BID**  
**PAVEMENT REPAIRS – SMALL PATCHES**  
**BID #19-203**

December 18, 2018

Name of Bidding Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Bid Opening Time and Date:** 2:00 P.M., January 8, 2019

*Bids will be accepted until the specified opening time and date. Any bid delivered after the opening time and date will be refused.*

**Bid Deposit/Bid Bond:** Yes  
**Prevailing Wage:** Yes  
**Performance Bond:** Yes

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

**SEND BIDS TO:**

Rock River Water Reclamation District  
3501 Kishwaukee Street  
Rockford, IL 61109

**BIDS WILL NOT BE ACCEPTED BY FAX OR EMAIL.**

If the Illinois Department of Human Rights registration number has not been obtained, this number must be provided within 5 business days after the date of bid opening.

Bid results are available after contracts are awarded at the Regular Meeting of the Board of Trustees, held on the fourth Monday of the month. Please call 815-387-7425 or visit [www.rwrdd.dst.il.us](http://www.rwrdd.dst.il.us)

FOR REVIEW PURPOSES ONLY

I  
NOTICE

INVITATION TO BID  
**PAVEMENT REPAIRS — SMALL PATCHES**  
**MAY 1, 2019 TO APRIL 30, 2020**

The Rock River Water Reclamation District will receive sealed, signed bids for **Pavement Repairs - Small Patches - May 1, 2019 to April 30, 2020** at the District's offices, 3501 Kishwaukee Street, until 2:00 P.M. on Tuesday, January 8, 2019.

This work involves roadway base course final grading and pavement installation. The District will perform sewer repair work in existing roadways, place base course stone and perform preliminary grading. The Contractor will perform finish-grading work, and install the type and thickness of pavement specified by the District. The designated pavement shall be Class I Surface Course as described in the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and Supplemental Specifications & Recurring Special Provisions. This work shall also be covered by the applicable sections of the Rock River Water Reclamation District *General Provisions and Technical Specifications for Sanitary Sewers*.

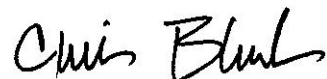
The work is to be performed during the period beginning May 1, 2019 and ending April 30, 2020.

Each bid must be accompanied by cash, a certified or bank cashier's check on a solvent bank or trust company, drawn to the order of the Rock River Water Reclamation District, or an acceptable Bid Bond on the form attached, in an amount not less than ten percent (10%) of the total bid price. This sum is a guarantee that, if the bid is accepted, a contract will be entered into and its performance properly secured.

The successful bidder will be required to furnish a satisfactory performance bond and payment of vendor bond in the full amount of bid. No bid shall be withdrawn after the opening of bids without the consent of the Rock River Water Reclamation District for a period of 60 days after the scheduled time of receiving bids.

Copies of the Invitation to Bid for review purposes only are available through the Rock River Water Reclamation District web site, [www.rwrwd.dst.il.us](http://www.rwrwd.dst.il.us). Bid documents for submittal are available by contacting Melinda Roach at the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109 (815) 387-7425.

The District will confirm any award decision in writing, to the successful bidder.



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Chris Black, Business Manager  
Rock River Water Reclamation District

II  
GENERAL SPECIFICATIONS AND INSTRUCTIONS

INVITATION TO BID  
**PAVEMENT REPAIRS — SMALL PATCHES**  
**MAY 1, 2019 TO APRIL 30, 2020**

**2.1 Bid Preparation**

Where applicable, the bidder shall submit his bid on the forms the District provides in this document. **The bidder shall complete all applicable blanks.** He may submit additional information as he believes necessary, on his stationery, under signature of the authorized representative who completes this document's forms.

If this Invitation to Bid contains inconsistencies between sections, Section III - Detailed Specifications shall supersede Section II - General Specifications, which shall supersede Section I - Notice. **No warranty is made or implied as to information contained in these specifications.**

An authorized officer or individual must sign the bid. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer who is authorized to sign for a firm and whose title is affixed.

All prices and notations shall be in ink or typewritten. The bidder may cross out mistakes and type corrections adjacent to the point of error. The person who signs the bid shall initial such corrections, in ink. **If the District finds a bidder's entry to be illegible, it may, at its sole discretion, reject the bid.**

Should the Contractor desire to have an electronic bid form e-mailed to him, the Contractor should contact Melinda Roach at [mroach@rrwr.dst.il.us](mailto:mroach@rrwr.dst.il.us). This form must be attached to the hard copy bid form and appropriately signed and executed with the bid.

**2.2 Submission of Bids**

The District **will not** receive bids by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as "**Bid No. 19-203: Pavement Repairs — Small Patches, May 1, 2019 to April 30, 2020**". **The District cannot ensure that the sealed bid will not be prematurely opened if the bidder does not clearly identify his bid envelope.**

Mailing labels should be addressed to:  
Rock River Water Reclamation District  
P.O. Box 7480  
Rockford, IL 61126-7480

Bids sent via package delivery service should be addressed to:  
Rock River Water Reclamation District  
3501 Kishwaukee Street  
Rockford, IL 61109

If the bidder chooses to hand-deliver his bid, he shall deposit it with the Main Entrance Receptionist, 3501 Kishwaukee Street, Rockford, IL 61109 between the hours of 8:00 A.M. and 4:30 P.M.

### **2.3 Illinois Department of Human Rights Registration Number**

All bidders inside and outside of Illinois must provide an Illinois Department of Human Rights Registration Number. If the number has not been obtained, it must be provided within 5 business days after the date bids are due. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in the documents you receive). The following link may be used to access the website where the number can be obtained:

[http://www.illinois.gov/dhr/PublicContracts/Pages/Vendor\\_On\\_Line\\_Renewal.aspx](http://www.illinois.gov/dhr/PublicContracts/Pages/Vendor_On_Line_Renewal.aspx)

### **2.4 Bid Security**

Each bid must be accompanied either by cash, a certified or bank cashier's check on a solvent bank or trust company, or a bidder's bond from acceptable surety, drawn to the order of the Rock River Water Reclamation District in an amount of not less than ten percent (10%) of the bid price, issued by a surety company licensed to conduct business in the State of Illinois and named in the current list of "Surety Companies Acceptable On Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Failure to provide a Bid Security in the amount specified will constitute sufficient cause for rejection of the bid.

Within three (3) days after the opening of bids, the bid securities of all but the three lowest bidders will be returned. The bid security of the remaining two unsuccessful bidders will be returned within three (3) days after the execution of the contract, or, if no such contract has been executed, within sixty (60) days after the date of opening of bids. The bid security of the successful bidder will be returned only after he has duly executed the contract and furnished the required bond and insurance.

### **2.5 Performance Bond and Payment of Vendor Bond**

The successful bidder shall provide a Performance Bond and Payment of Vendor Bond acceptable to the Rock River Water Reclamation District. The performance and payment of vendor bond shall be for either 100% of the contract price or for the successful bidder's unit price times the estimated number of units, as applicable.

This Invitation to Bid contains a Performance Bond and Payment of Vendor Bond form for the successful bidder's use. If the successful bidder fails to provide an acceptable bond within the specified time, he shall be in default.

### **2.6 Taxes**

This District is exempt, by law, from paying bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from his bid. The District's tax exemption number is E9992-3696-07. The bidder shall include all applicable taxes in his bid price.

## 2.7 Withdrawal of Bids

At any time prior to the scheduled bid opening, the bidder may withdraw his bid. In order to do so, he shall submit a written request to the Business Manager.

## 2.8 Laws and Regulations

The bidder who is awarded the contract shall comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the Rock River Water Reclamation District and the respective cities and villages in which the professional service, material or equipment supplied is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

### A. Illinois Regulations

1. **Prevailing Wage.** If applicable, the undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Rock River Water Reclamation District) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor.

The certified payroll records must include the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day, for every worker employed on the project. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor. Certified payroll reports shall be submitted on standard IDOT forms.

2. **Public Act 83-1472.** Article 2 of Public Act 83-1472 provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type of work involved.

## 2.9 Terms

**A. Payments to the Successful Bidder.** If the District receives an acceptable invoice for conforming materials or service prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

**B. Default.** In case of default, the District will procure the materials or service described in this Invitation to Bid from other sources. The District shall hold the defaulting

successful bidder responsible for any excess cost incurred. The defaulting successful bidder shall make such payment no more than 60 calendar days after the District notifies him, in writing, of such an occurrence.

**C. Brand Substitutions.** Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to outline alternatives and provide performance and technical data for evaluation. The Rock River Water Reclamation District will be the sole judge of whether such alternates are equivalent to the items specified. The District reserves the right to waive immaterial variations in the specifications.

**D. Use of District Name Prohibited.** In the absence of the District's written permission, the successful bidder shall not use the District's name in any form or medium of public advertising.

### **2.10 Quantities Estimated Only**

The estimate of quantities of the various items of work and materials, as set forth in the bid form, is approximate only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and if awarded a contract for the work specified, the Contractor further agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of bids and quantities of work performed.

### **2.11 Investigation**

It shall be the responsibility of the bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the District or the compensation of the bidder.

### **2.12 Addenda**

If the District issues written addenda, such addenda shall become part of the contract documents. The District will distribute the addenda:

- A. Not less than 3 working days prior to the bid opening date;
- B. Via mail, email, or facsimile transmission;
- C. To each recipient of the specifications, at either the:
  1. Address to which the District mailed the original bid document;
  2. Corrected address the prospective bidder subsequently furnished; or
  3. Email address prospective bidder furnished; or
  4. Facsimile number the prospective bidder sent the District.

In the absence of the prospective bidder's written notice of his email address or facsimile number, the District will provide addenda via mail.

A bidder that does not receive the District's addenda, and who has previously submitted a bid, shall not be relieved from any obligation in the bid he submitted.

### **2.13 Contract Form**

No more than 10 business days following the contract award, the successful bidder shall submit a completed Contract Form to the District's Business Manager. The Contract Form is part of this Invitation to Bid. By their mutual agreement, the successful bidder and District may supplement this contract form or replace it with an alternative document. If the successful bidder fails to complete the agreed upon Contract Form within the specified time, he shall be in material default.

### **2.14 Contract Termination**

**A. Bidder's Unacceptable Performance.** If the successful bidder fails to perform services or provide materials in conformity with this Invitation to Bid, the District shall notify him in writing. If the successful bidder fails to correct the performance deficiency to the District's satisfaction within five working days after he receives the District's notice, he shall be in default. If the same performance deficiency recurs despite the District's notification and the successful bidder's temporary correction, the successful bidder shall likewise be in default. The District may, at its sole discretion, terminate the **Pavement Repairs – Small Patches** contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.9B of this Invitation to Bid.

**B. District's Action Following Contract Termination.** If the contract is terminated, the District may, at its sole option:

1. request new **Pavement Repairs – Small Patches** bids or
2. designate the next-low bidder to perform the **Pavement Repairs – Small Patches**, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Pavement Repairs – Small Patches** contract.

### **2.15 “No Bid” Response Form**

In the event you elect not to bid, please fill out and return the attached “No Bid” form.

### **2.16 Indemnification Clause**

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/ contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor,

whether such loss, damage, injury, or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the successful respondent/contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers' Compensation Act.

No inspection by the District, its employees, or agents shall be deemed a waiver by the District of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverage in the Contract.

### **2.17 Force Majeure**

The obligations of either the District or the successful bidder shall be suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the District or the successful bidder being rendered unable wholly or in part by force majeure to carry out its obligations under the **Pavement Repairs - Small Patches** contract, other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

### **2.18 Insurance**

**A.** The successful respondent/contractor shall, for the duration of the contract, maintain the following:

**General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

**Auto Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation and Employers' Liability:** Workers' Compensation limits as required by statute and Employers' Liability limits of \$500,000 per accident and \$500,000 per disease.

**Umbrella:** \$2,000,000 per occurrence/aggregate.



The policies shall contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

1. The District, its officers, officials, employees, and volunteers shall be covered as additional insured as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.

2. The successful respondent's/contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers, or agents shall be in excess of the successful respondent's/contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, volunteers, or agents.

The successful respondent's/contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**B. Proof of Insurance – Certificate of Insurance.** No more than 10 calendar days subsequent to the District's issuance of an award letter and no later than 30 days before commencement to work, the successful respondent/contractor shall provide documentation including a Certificate of Insurance, and primary, non-contributory additional insured endorsements for general and auto liability to prove that it has obtained all required insurance and bonds. The District shall be the sole judge as to the acceptability of any such proof.

**C. Correction of Successful Bidder's Insurance Deficiencies.** If the District determines that the successful bidder's insurance or documentation does not conform to these specifications, the District shall inform said bidder of the non-conformity. If said bidder fails to provide conforming insurance or documentation within five calendar days of the District's notice, he shall be in default.

**D. Best's Ratings.**

1. **Alphabetical Rating.** For purposes of this Request for Bids, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," **Excellent**, in the current Best's Key Rating Guide shall be acceptable to the District.

2. **Financial Size Rating.** Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.

- a) If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.
- b) If Best classifies the insurer as smaller than XII, but larger than VI, said **insurer shall be submitted to the District's Business Manager and/or the District's insurance consultant for review.**

Financial Size ratings less than VII are not acceptable and will disqualify the respondent/contractor.

**E. Suitability of Insurance.** The District shall be the sole judge of whether an insurer's rating is satisfactory. The District's decision shall be final and the District's bidding procedures contain no appeal provision.

## 2.19 Responsive/Responsible Bidder

**A. Evaluation of Responsiveness.** The responsiveness of bidders will be judged on the basis of the completeness of the bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and comply with all the requirements of the Invitation to Bid. A Bidder must maintain a place of business within Winnebago County to be considered responsive. This location must be identified on the bid form.

**B. Evaluation of Responsibility.** To be judged as responsible, the bidder shall:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;
2. Be able to comply with the required completion schedule for the project;
3. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the District;
4. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
5. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

III  
DETAILED SPECIFICATIONS

INVITATION TO BID  
**PAVEMENT REPAIRS — SMALL PATCHES**  
MAY 1, 2019 TO APRIL 30, 2020

**3.1 Scope and Intent**

**A. Description**

The work to be done consists of furnishing all labor, materials, equipment and services, and the performance of all work required for saw cutting, final grading and pavement installation for the District. The work required under this contract involves many different sites, including District property. The amount of work at any one site can vary from 1 to 100 square yards. The work shall be done in accordance with the applicable sections of the *General Provisions and Technical Specifications for Sanitary Sewer Construction*, as published by the Rock River Water Reclamation District and the Standard Specifications for Road and Bridge Construction as published by the Illinois Department of Transportation. The work shall be performed in compliance with current OSHA standards and rules.

**B. Work Included**

The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, traffic control services and other means necessary or proper for performing and completing the work.

The Contractor shall obtain and pay for all required permits, and shall perform and complete the work in the manner best calculated to promote rapid execution consistent with safety of life and property, and in strict accordance with the Contract Documents.

The Contractor shall clean up the work area and maintain it during and after completion of his operations until accepted, and shall do all work and pay all costs incidental thereto. All structures and property that may be damaged or disturbed during performance of the work shall be repaired or restored by the Contractor.

The cost of incidental work described in these General Provisions for which there are no specific Contract Items shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

The Contractor shall provide and maintain such modern plant, tools and equipment as may be necessary to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his plant and equipment.

### **C. Contractor to Check Data**

The Contractor shall verify all Specifications or other data received from the District, and shall notify District of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work resulting there from nor from rectifying such conditions at his own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the District, should such errors or omissions be discovered. The Contractor shall assume all responsibility for the making of estimates of the size, kind and quality of materials and equipment included in work to be done under the Contract.

### **D. Intent**

Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done, shall be regarded as meaning that only the best general practice is to prevail and that only workmanship of the best quality is to be used; interpretation of these Specifications shall be made upon that basis.

If conflicts, errors or discrepancies arise between or among the Contract Documents, said documents shall be consulted in the order shown: Addenda, Contract, Supplementary Drawings, Detailed Specifications, General Provisions, Plans, and the language in the first such document in which language regarding the conflict, error or discrepancy occurs shall control.

### **E. Payroll Reports and Rate of Wages**

The Contractor and each subcontractor shall furnish to the District monthly, a duly certified copy of his payroll and also on demand any other information required by the District to satisfy him that the provisions of the Illinois State labor laws and Federal Regulations as to hours of employment and rate of wages are being observed. The Contractor shall not carry on his payroll persons not employed by him. Subcontractor's employees shall be carried only on payrolls of the employing subcontractor. Under the provisions of the laws of the State of Illinois, the hourly wages to be paid to laborers, workmen or mechanics upon all public works shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the state where such labor is performed.

### **F. Completion of Work**

The District will place and compact the base course stone and allow time for proper trench and base settlement. The District will then add fresh stone to any settled spots and notify the Contractor to proceed with the work.

The Contractor shall complete his work at the site within three (3) calendar days of issuance of the Notice to Proceed. Liquidated damages of \$100/day for failure to complete

the work on time shall be assessed by the District and deducted from Contractor's invoice prior to payment. Should Contractor believe completion within three (3) calendar days is not possible due to weather or other causes beyond his/her control, a time extension may be granted on a case-by-case basis. The District must be notified in a timely manner and the District shall be the sole judge whether an extension of time is required. The Contractor shall be responsible for maintaining the patch(s) until such time that the permanent repair is complete. This shall include any necessary traffic control devices and the liability for any potential third party damage claims that may occur.

The District's procurement procedures do not allow for appeal.

### **3.2 Traffic Control**

The Contractor shall furnish and maintain all barriers, barricades, lights and traffic signals necessary for the control of traffic and protection of the public. The Contractor shall follow all requirements of the District, municipality, county, township and State of Illinois standard specifications. The Contractor shall coordinate with said agencies to ensure compliance. Traffic control shall be considered incidental to the contract. No payment shall be made for Traffic Control.

### **3.3 Final Grading and Dust Control**

#### **A. General**

The Contractor shall be responsible for final grading and rolling of the base prior to pavement installation. The District may request, in writing, that the Contractor install additional roadway base course stone. The pavement area shall be returned to its original cross section and slope. Contractor shall provide grading work to create the required cross section and properly meet all adjacent surfaces. All transitions shall be smooth grade changes without noticeable bumps or dips. The District may add temporary cold patch on top of the base course stone to keep stone in place. The Contractor shall remove cold patch prior to pavement installation; this would be incidental to the contract.

The base shall be rolled to a density of one hundred percent (100%) of standard Proctor density. The District may inspect the work prior to surface placement. The District may also request that compaction tests be done before surface placement. Compaction tests will be paid for by the District.

Final grading shall include saw cutting edges of all adjacent pavements to make straight even butt joints with the new pavement.

From the date of the Notice to Proceed, until the work is complete, Contractor shall be responsible for dust control. If, in the opinion of the District, dust control work is required, Contractor will be notified by telephone. Contractor shall complete dust control work within 24 hours. At a minimum, dust control shall consist of watering at a rate of 1,000 gallons per 1,500 square yards of road.

## **B. Payment**

Final grading, rolling work, and dust control shall be considered incidental to the contract. No payment shall be made for Final Grading and Rolling, or other incidental work.

### **3.4 Pavement Installation**

#### **A. General**

All pavement installation shall be of the type and thickness stated in the Notice to Proceed and as per the Specifications. Pavement installation shall cover the entire area disturbed in the original pavement, including areas that have been previously saw-cut out. The District may request additional pavement area it deems necessary. All work under this section shall be governed by the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, the applicable sections of the *General Provisions and Technical Specifications for Sanitary Sewer Construction* as published by the Rock River Water Reclamation District, and shall be acceptable to the Rock River Water Reclamation District or the Department of Public Works of the governing body with jurisdiction.

Mix designs and materials inspection reports must be submitted to the District for approval prior to Notice to Proceed.

Vibrating rollers will not be allowed on residential streets unless specified by the District. In the absence of a vibratory roller on streets, densities shall be ninety-five percent (95%) minimum unless specified by the District.

#### **B. Class I Binder and Surface Course (3" Thick)**

This item is a Class I Surface that shall consist of a prime coat and three inches (3") of Class I bituminous material. Contractor shall construct the pavement in two (2) one and one-half inch (1½") lifts. This work shall conform to Article 406 of the IDOT Specifications. Bituminous Material AC 100-120 shall be used for the binder and surface course. Type II, Mix C shall be used.

#### **C. Class I Binder and Surface Course (2" Thick)**

This item is a Class I Surface that shall consist of a prime coat and two inches (2") of Class I bituminous material. This work shall conform to Article 406 of the IDOT Specifications. Bituminous Material AC 100-120 shall be used for the binder and surface course. Type II, Mix C shall be used.

#### **D. Payment**

The amount of work at any site may vary from 1 to 100 square yards. Contractor shall perform the work at each site based on the lump sum amounts stated in the bid form, for areas of 1 to 25 square yards, areas of 26 to 50 square yards, areas of 51 to 75 square yards, and areas of 76 to 100 square yards. This item shall include all types of materials as described above.

The Contractor shall field measure the work when completed and submit a bill to the District. In the event that the governing body with jurisdiction requires greater thickness than that described above, the Contractor shall construct Class I pavement in two-inch (2")

lifts (max.) of material to meet or exceed the required thickness. The Contractor shall be paid at the appropriate pro-rated unit price for square yards of material in place at the required thickness. For example: if a 4.5" thickness of pavement were required, the Contractor would be paid for a 3" material and 75% of a 2" material.

The areas to be paved after being milled (1 ½") will be paid at half (1/2) of the bid price for Class I Surface Plant Mix (3" thick), per unit price for square yards of material in place.

### **3.5 Pavement Milling (1 ½")**

#### **A. General**

Some sites may require a one and one-half inch (1 ½") milling of the existing pavement for the purpose of blending into the existing roadway. These sites shall be named in the Notice to Proceed. Refer to Pavement Milling 1 ½" Detail in Section XI of this document.

Work under this section shall include milling at the existing pavement as directed by the District and sweeping and priming the milled areas before the pavement overlay is applied, as per the Pavement Milling 1 ½" Detail in Section XI of this document. The existing roadway pavement transition area milling is indicated on the Pavement Milling Detail as diagonal-hatched lines.

All work under this section shall be governed by the Illinois Department of Transportation Standard Specification for Road and Bridge Construction, current edition, and shall be acceptable to the Department of Public Works of the governing body with jurisdiction.

#### **B. Payment**

The Contractor shall field measure the work when completed and submit a bill to the District. Payment for this work shall be paid based on the unit price bid per square yard of area milled at 1½" thickness.

### **3.6 Qualifications of Bidders**

Using the form in Appendix A, each Bidder shall furnish a statement of experience, equipment, and financial condition and other information setting forth the following:

1. Location and description of the Bidder's plant or permanent place of business.
2. Evidence of ability to provide an efficient and adequate plant and equipment for executing the work.
3. List of similar projects, with Contract amounts, carried out by the Bidder.
4. List of work Bidder currently has under contract.
5. Recent financial statement.

A copy of this statement shall be furnished with each separate Bid that is submitted by a Bidder. The Bidder's statement shall be submitted in a separately sealed envelope enclosed in the sealed envelope containing the Bid. The envelope containing the Bidder's statement shall be plainly marked with a title conforming to the information enclosed. The statement will be returned to the Bidder unopened with his bid security unless it is necessary to open the envelope for the purpose of determining the award. The statement

submitted by the successful Bidder will be retained by the District. The District may make further investigations as considered necessary with respect to the responsibility of the Bidder to whom it appears that the award will be made. Failure to enclose the Bidder's statement with the Bid may constitute a basis for the rejection of the Bid.

### **3.7 Payments to the Successful Bidder**

The successful bidder shall invoice the District monthly. Section 2.9A of this Invitation to Bid contains the District's general payment requirements.

### **3.8 Questions**

Interested parties may direct questions concerning this Invitation to Bid to Terry Stoll, Supporting Service Supervisor, 815-387-7588. The District will not interpret specifications for individual bidders. If the District determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective bidders.

FOR REVIEW PURPOSES ONLY



IV  
BID FORM

INVITATION TO BID  
**PAVEMENT REPAIRS-SMALL PATCHES - MAY 1, 2019 TO APRIL 30, 2020**

To: BOARD OF TRUSTEES  
ROCK RIVER WATER  
RECLAMATION DISTRICT  
P.O. Box 7480  
ROCKFORD, IL 61126-7480

From: \_\_\_\_\_  
(Individual, Partnership or Corporation)

\_\_\_\_\_  
(Address of Individual, Partnership or Corporation)

Trustees:

I (We), the undersigned, hereby propose to furnish **Pavement Repairs – Small Patches** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, Bid Bond Form, Contract Form, and Performance Bond Form.

The Undersigned also affirms and declares:

**A.** That he (they) has (have) examined and is (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

**B.** That he (they) has (have) carefully examined the scope of the required service, materials or equipment supplied, and that, from his (their) own investigation, has (have) satisfied himself (themselves) as to the nature and location of the delivery point, the character, quality and quantity of materials, and the kind and extent of equipment and other facilities needed for the performance of the service and provision of the materials, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the services, materials, or equipment or their performance.

**C.** That this bid is made without any understanding, agreement or connection with any other person, partnership, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that he (they) is (are) not barred from submitting a bid as a result of a bid-rigging or bid-rotating conviction.

**D.** All goods and services provided in response to this request will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

**E.** The firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the District's **Pavement Repairs – Small Patches**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,

3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.16 from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
  - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

**F.** The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under Illinois State Law;
3. A description of sexual harassment, utilizing examples;
4. My (our) organization's internal complaint process including penalties;
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. Directions on how to contact the Department and the Commission; and
7. Protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, my (our) organization will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

**G.** The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. Please be advised: As of August 10, 2005, the State of Illinois requires contractors and subcontractors on public works projects (including Rock River Water Reclamation District projects) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor.

The certified payroll records must include the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day, for every worker employed on the project. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor. Certified payroll reports shall be submitted on standard IDOT forms.

Item No.	Qty	Unit	Descriptive Title	Unit Price (In Figures)	Total Price (In Figures)
1	5	Ea.	Class I Surface Plant Mix, 2" Thick (work at any one site from 1 to 10 S.Y.), In Place		\$ -
2	20	Ea.	Class I Surface Plant Mix, 2" Thick (work at any one site from 11 to 25 S.Y.), In Place		\$ -
3	25	Ea.	Class I Surface Plant Mix, 2" Thick (work at any one site from 26 to 50 S.Y.), In Place		\$ -
4	10	Ea.	Class I Surface Plant Mix, 2" Thick (work at any one site from 51 to 75 S.Y.), In Place		\$ -
5	10	Ea.	Class I Surface Plant Mix, 2" Thick (work at any one site from 76 to 100 S.Y.), In Place		\$ -
6	10	Ea.	Class I Surface Plant Mix, 3" Thick (work at any one site from 1 to 10 S.Y.), In Place		\$ -
7	20	Ea.	Class I Surface Plant Mix, 3" Thick (work at any one site from 11 to 25 S.Y.), In Place		\$ -
8	25	Ea.	Class I Surface Plant Mix, 3" Thick (work at any one site from 26 to 50 S.Y.), In Place		\$ -
9	10	Ea.	Class I Surface Plant Mix, 3" Thick (work at any one site from 51 to 75 S.Y.), In Place		\$ -
10	5	Ea.	Class I Surface Plant Mix, 3" Thick (work at any one site from 76 to 100 S.Y.), In Place		\$ -
11	5	Ea.	Class I Surface Plant Mix, 6" Thick (work at any one site from 26 to 50 S.Y.), In Place		\$ -
12	5	Ea.	Class I Surface Plant Mix, 6" Thick (work at any one site from 51 to 75 S.Y.), In Place		\$ -
13	100	S.Y.	Pavement Milling (1-1/2"), (work at any one site from 1 to 100 S.Y.), In Place		\$ -
<b>TOTAL BID PRICE</b>				\$	- (In Figures)

In submitting this bid, I (we) understand that the District may reject part or all of any and all bids. I (we) agree that I (we) shall not withdraw this bid for a period of 60 calendar days following the scheduled bid opening. I (we) have carefully examined the nature of the service and materials. The cost of all the materials and service necessary to complete this contract is given in this bid.

In conformity with the requirements of the Detailed Specifications, I have submitted attached to this request for bids and incorporated in my bid by reference prices and part descriptions sufficient for the District to evaluate my organization's bid.

The undersigned acknowledges that he has received Addendum numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and realizes that all Addenda are considered part of the Contract.

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_  
Print Name of Firm

By: \_\_\_\_\_  
Authorized Rep's Signature

\_\_\_\_\_  
Print Street Address

\_\_\_\_\_  
Print Rep's Name

\_\_\_\_\_  
Print City, State, Zip

\_\_\_\_\_  
Print Rep's Title

\_\_\_\_\_  
Area Code & Phone Number

\_\_\_\_\_  
Facsimile Number

**NOTE: The Rock River Water Reclamation District, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The bidder shall exclude those taxes from his bid.**

FOR REVIEW PURPOSES ONLY

**“NO BID” RESPONSE  
TO  
INVITATION TO BID**

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

Rock River Water Reclamation District  
P.O. Box 7480  
Rockford, IL 61126-7480

Responses can be delivered in person to:

Rock River Water Reclamation District  
3501 Kishwaukee Street  
Rockford, IL 61109

Responses can also be faxed to (this form only):

Rock River Water Reclamation District  
815-387-7538

We have received Invitation to Bid: **Pavement Repairs — Small Patches - May 1, 2019 to April 30, 2020** opening at 2:00 P.M. on Tuesday, January 8, 2019.

Reason for not bidding: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Company Name

FOR REVIEW PURPOSES ONLY

V  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE  
PAVEMENT REPAIRS - SMALL PATCHES MAY 1, 2019 TO APRIL 30, 2020**

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE ROCK RIVER WATER RECLAMATION DISTRICT CANNOT ACCEPT ANY BID WHICH DOES NOT CONTAIN THIS AFFIDAVIT

\_\_\_\_\_, being first duly sworn, deposes and says that:  
(Name of person making affidavit)

They are: \_\_\_\_\_ of \_\_\_\_\_  
(Officer's Title) (Company Name)

that said company is an "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)"

Il. Dept of Human Rights Registration No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

VI  
FORMS OF AFFIDAVIT  
INVITATION TO BID  
PAVEMENT REPAIRS-SMALL PATCHES - MAY 1, 2019 TO APRIL 30, 2020

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

**This Section for Sole Proprietorship:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that the organization I represent is a sole proprietorship, and that I am the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Signature \_\_\_\_\_

**This Section for Partnership:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that I am a member of \_\_\_\_\_ (partnership name), the firm described in and which executed the foregoing bid; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Signature \_\_\_\_\_

**This Section for Corporation:**

We, \_\_\_\_\_ (representative who signed the Bid Form), and \_\_\_\_\_ (other corporate officer), being duly sworn, depose and say that we reside in the cities of \_\_\_\_\_ and \_\_\_\_\_, respectively, and that we are the \_\_\_\_\_ (representative's title) and the \_\_\_\_\_ (other corporate officer's title), respectively, of \_\_\_\_\_ (corporation name), the firm described in and which executed the foregoing instrument; that we are authorized to complete this form and to enter into this contract on behalf of said corporation; that we have signed our names thereto by like order; and that we have knowledge of the several matters therein stated and they are in all respects true.

\_\_\_\_\_  
(representative's signature) (other corporate officer's signature)

**This Section for a Limited Liability Corporation:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that I am a \_\_\_\_\_ (representative's title) of \_\_\_\_\_ (company name), the company described in and which executed the foregoing proposal; that I am authorized to complete this form and to enter into this contract on behalf of said company and have knowledge of the several matters therein stated and they are in all respects true.

Signature \_\_\_\_\_

**Notarization (required for all successful bidders):**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

County \_\_\_\_\_

My Commission Expires \_\_\_\_\_

VII

BID BOND  
ROCK RIVER WATER RECLAMATION DISTRICT  
ROCKFORD, ILLINOIS

**PAVEMENT REPAIRS - SMALL PATCHES**  
**MAY 1, 2019 TO APRIL 30, 2020**

KNOW ALL MEN BY THESE PRESENT, that we:

\_\_\_\_\_ (hereinafter called the Principal) and  
\_\_\_\_\_ (hereinafter called the Surety) a  
Corporation chartered and existing under the laws of the State of \_\_\_\_\_

with its principal offices in the City of \_\_\_\_\_ and authorized to do business in the State of Illinois are held and firmly bound onto the Rock River Water Reclamation District of Winnebago County, Illinois (District), in the full and just sum of Ten Percent (10%) of the bid amount, good lawful money of the United States of America, to be paid upon demand of the District, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the District, a bid for providing and installing **Pavement Repairs – Small Patches**.

WHEREAS, the Principal desires to file this bond, in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW THEREFORE, The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten days after the date of receipt of a written notice of award of Contract, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth therein, in the form and manner required by the District, and execute a sufficient and satisfactory Contract Performance Bond payable to said District in an amount of one hundred percent (100%) of the Contract price (including alternates) in form and with security satisfactory to said District, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid District, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.



IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

ATTEST:

\_\_\_\_\_

(Seal)

\_\_\_\_\_  
**Principal**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Surety**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR REVIEW PURPOSES ONLY

VIII  
CONTRACT

ROCK RIVER WATER RECLAMATION DISTRICT  
ROCKFORD, ILLINOIS

THIS CONTRACT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Rock River Water Reclamation District, Illinois, also known as "District", and \_\_\_\_\_ his/their executors, administrators, successors or assigns, known as "Contractor":

In consideration of the payments and contracts mentioned in the Bid attached hereto, to be made and performed by the District, the Contractor agrees with the District at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work and furnish the merchandise in accordance with the specifications hereinafter described, and the District's requirements.

**1. Scope**

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, Bid Bond Form, and Performance Bond Form of the Invitation to Bid: **Pavement Repairs – Small Patches**, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

**2. Contract Price**

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the total contract price of:

\_\_\_\_\_ (\$\_\_\_\_\_).

The Contractor fully understands and agrees that his bid price, delivered F.O.B. 3501 Kishwaukee Street, will be the only basis for payment for the contract's duration, and that in the absence of changes to which the District and Contractor agree because of revisions to the scope of the **Pavement Repairs – Small Patches**, this contract allows for no price increases.

The amount of **Pavement Repairs - Small Patches** the Contractor actually supplies over the 12-month Contract period may vary, and is totally dependent on District needs.

The District shall make payments to the Contractor, in accordance with and subject to the provisions of Section 5 of this Contract.

### 3. Bond

The Contractor has entered into and herewith tenders a bond of even date herewith, in the penal sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) to insure the faithful performance of this Contract, which said bond is hereby made a part of this Contract by reference.

### 4. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible manner, supplying only service, materials, or equipment that meets or exceeds the District's specifications;
- B. Deliver **Pavement Repairs – Small Patches** in conformity with the specifications;
- C. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;
- D. Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;
- E. Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:
  - 1. suits, claims, or actions,
  - 2. costs, either for defense or for settlements, and
  - 3. damagesto which the District or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
  - a. in the execution of the Contract, or
  - b. from actions the District or its representatives take on the Contractor's behalf, except in cases where such suits, claims, actions, or costs are found to be based on the District's negligence. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs;"
- F. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:
  - 1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,

2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.16 from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
  - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

**G.** Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment under Illinois State law;
3. a description of sexual harassment, utilizing examples;
4. Contractor's internal complaint process including penalties;
5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in G1 through G7 above.

**H.** Maintain all specified insurance for the duration of the contract.

**I.** The Steel Products Procurement Act, Illinois Public Act 83-1030, requires that steel products used or supplied in performance of this Contract or subcontract shall be manufactured or produced in the United States with three exceptions, as explained in the Instructions to Bidders.

**J.** In the absence of the District's written permission, the Contractor shall not use the District's name in any form or medium of public advertising.

**K.** This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

In consideration of and to induce the award of this Contract to him, the Contractor represents and warrants: that he is not in arrears to the District upon debt of the Contract and that he is not a defaulter, as surety, contractor or otherwise; that he is financially solvent and sufficiently experienced and competent to perform the work; that the work can be performed as called for by the Contract; that the facts stated in his proposal and the information given by him is true and correct in all respects, and that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

The Contractor shall pay not less than the prevailing wage rate as determined by the Department of Labor, to all laborers, workmen and mechanics performing work under this Contract. Contractor shall comply with current revisions of the wage standards; as required by law. The Contractor shall be responsible for verifying the prevailing wages each month and notifying all subcontractors of the appropriate monthly rates. Certified payroll reports shall be submitted on industry standard forms such as IDOT Statement of Compliance (Form SBE 348).

If the Contractor defaults, the District may procure **Pavement Repairs – Small Patches** described in this Invitation to Bid, from other sources. In such an event, the price the District pays shall constitute the prevailing market price at the time of such purchase and the defaulting Contractor shall pay the District the difference between his bid price and the prevailing market price. The defaulting Contractor shall make such payment no more than 60 calendar-days after the District notifies him, in writing, of such an occurrence.

#### **5. Payments to Contractor**

If the District receives an acceptable invoice for conforming materials prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month. Each and every request for payment shall be accompanied by lien waivers from any and all subcontractors and material suppliers, if payment for stockpiled materials is included, for the amount and value of the work actually constructed in its permanent place or properly stockpiled for which payment is requested.

The District reserves the right at all times to refuse to issue payment in case the said Contractor has neglected or failed to pay any subcontractors, material suppliers, workmen or employee on the work.

#### **6. Certified Payroll Reports**

The undersigned, as Contractor, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. Please be advised: As of August 10, 2005, the State of Illinois requires contractors and subcontractors on public works projects (including Rock River Water Reclamation District projects) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the

required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor.

The certified payroll records must include the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day, for every worker employed on the project. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor. Certified payroll reports shall be submitted on standard IDOT forms.

**7. Subcontracts**

No part of the work herein provided for shall be sublet or subcontracted without the express written consent of the District, and in no case shall consent relieve said Contractor from the obligation herein entered into, or change the terms of this Contract.

**8. Contractor's Responsibility**

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

**9. Time**

All work under this Contract shall commence May 1, 2019 and continue through April 30, 2020.

FOR REVIEW PURPOSES ONLY

**10. Seals**

IN WITNESS WHEREOF, the parties have hereunto set their hands, and are duly authorized to enter into such contracts on behalf of their respective organizations.

\_\_\_\_\_  
Name of Firm - Contractor

By \_\_\_\_\_  
Authorized Signature

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Rock River Water Reclamation District  
Winnebago County, Illinois

By \_\_\_\_\_  
Director

ATTEST: \_\_\_\_\_  
Business Manager

STATE OF ILLINOIS )  
COUNTY OF WINNEBAGO )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Chris Black, to me personally known, who, being each by me duly sworn did say that they are respectively, the Director and Business Manager of the Rock River Water Reclamation District, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the District, and said Director and Business Manager acknowledge said instrument to be the free act and deed of said District.

(SEAL)

\_\_\_\_\_  
Notary Public

IX  
PERFORMANCE BOND

ROCK RIVER WATER RECLAMATION DISTRICT  
ROCKFORD, ILLINOIS  
**PAVEMENT REPAIRS — SMALL PATCHES**  
**MAY 1, 2019 TO APRIL 30, 2020**

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Rock River Water Reclamation District has awarded to:

\_\_\_\_\_ hereinafter designated as the

“Principal”, a contract, dated, \_\_\_\_\_, for the Rock River Water Reclamation District.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the “Bond”);

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are firmly bound unto the Rock River Water Reclamation District in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Rock River Water Reclamation District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments. The Rock River Water Reclamation District shall be named as beneficiary on this Performance Bond.



IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

\_\_\_\_\_  
**Principal**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

\_\_\_\_\_  
**Surety**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR REVIEW PURPOSES ONLY

X  
LABOR & MATERIAL PAYMENT BOND  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
**PAVEMENT REPAIRS — small PATCHES**  
**MAY 1, 2019 TO APRIL 30, 2020**

TO: \_\_\_\_\_ Contractor Name  
\_\_\_\_\_ Contractor City, State

KNOW ALL MEN BY THESE PRESENTS:

That: \_\_\_\_\_ (Contractor)

as Principal, and \_\_\_\_\_

a corporation of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the Rock River Water Reclamation District, as Obligee, for the use and benefit of claimants as hereinafter defined in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_ Entered into a Contract with Obligee for \_\_\_\_\_ in accordance with contract documents prepared by the Rock River Water Reclamation District which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 280 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is deemed as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.

2. Nothing in this Bond contained shall be taken to make the Obligee liable to any subcontractor, material man or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or

if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor for the Obligee, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Obligee and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Obligee of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.
4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. The Principal and Surety shall be liable for any attorneys' fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**CONTRACTOR**

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_

Title

Resident Agent

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Corporations only)

## Appendix A

Location and description of Bidder's plant or permanent place of business.

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Evidence of ability to provide an efficient and adequate plant and equipment for executing the work.

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List of similar projects, with contract amounts, carried out by Bidder.

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List of work Bidder currently has under contract.

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Recent financial statement.

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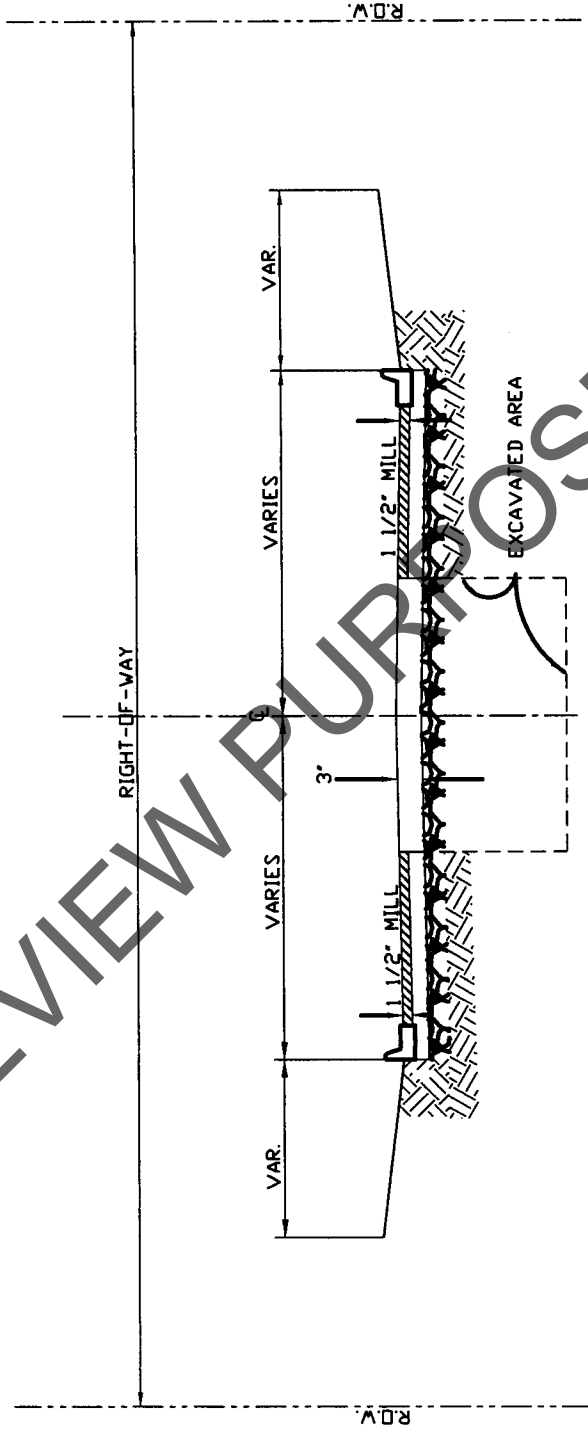
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FOR REVIEW PURPOSES ONLY

FOR REVIEW PURPOSES ONLY

# PAVEMENT MILLING (1 1/2") DETAIL



LIMITS OF MILLING TO  
BE LAID OUT BY RRWRD  
NO SCALE