

**FOUR RIVERS SANITATION AUTHORITY  
INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW REPLACEMENT**

Date: April 4, 2022

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

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

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

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

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

**Bid Opening Time & Date: 1:00 p.m., April 14, 2022**

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

The bid opening will be in-person, and will also be available via computer or phone by connecting as follows:

**Meeting link:** <https://meet.goto.com/857761605>

**Join by phone:** +1 (872) 240-3212

**Access Code:** 857-761-605

**Mandatory Pre-Proposal Meeting:** Y

**Bid Bond:** Y

**Performance Bond:** Y

**Prevailing Wage:** Y

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

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

**SEND BIDS TO:**

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

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

The Illinois Department of Human Rights registration number must be provided with the bid on the bid opening due date.

Proposal 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 [fourrivers.illinois.gov](http://fourrivers.illinois.gov)

**SECTION I  
NOTICE**

**INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW  
REPLACEMENT**

I  
**NOTICE**

**INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW REPLACEMENT**

The Four Rivers Sanitation Authority will receive sealed, signed bids for Old Main Pump Window Replacement at the Authority's offices, 3501 Kishwaukee Street, until 1:00 p.m., April 14, 2022. The bid opening will be in-person, and will also be available via computer or phone by connecting as follows:

**Meeting link:** <https://meet.goto.com/857761605>

**Join by phone:** +1 (872) 240-3212

**Access Code:** 857-761-605

The scope of this project involves procurement and installation of 22 aluminum windows at the Old Main Pump Building, to replace existing 30 year-old windows. This is in preparation for installation of new electrical and HVAC equipment.

A MANDATORY pre-bid conference will be held on April 7, 2022 at 9:00 a.m. at the Old Main Pump Building at 3333 Kishwaukee Street, Rockford, IL 61109.

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 Four Rivers Sanitation Authority, or an acceptable Bid Bond along with the Bid Bond 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.

Copies of the Invitation to Bid for review purposes only are available through the Four Rivers Sanitation Authority web site, [fourrivers.illinois.gov](http://fourrivers.illinois.gov). Bid documents for submittal are available by contacting Procurement at [mroach@fourrivers.illinois.gov](mailto:mroach@fourrivers.illinois.gov) or (815) 387-7425.

Request for information related to this bid should be directed to Warren Adam, Project Engineer III of the Four Rivers Sanitation Authority, 3501 Kishwaukee St., Rockford, IL, 61109; telephone: 815-871-0787.

No bid shall be withdrawn after the opening of bids without consent of the Four Rivers Sanitation Authority for a period of 60 days after the scheduled time of receiving bids.

The Four Rivers Sanitation Authority reserves the right to reject any or all bids, or any part thereof, or to accept any or all bids, or any part thereof, or to waive any formalities in any bids, deemed in the best interest of the Four Rivers Sanitation Authority.

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



Julia Scott-Valdez  
Director of Management Services  
Four Rivers Sanitation Authority

**SECTION II  
GENERAL SPECIFICATIONS &  
INSTRUCTIONS**

**INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW  
REPLACEMENT**



## II GENERAL SPECIFICATIONS & INSTRUCTIONS

### INVITATION TO BID #22-207 OLD MAIN PUMP WINDOW REPLACEMENT

#### 2.1 Bid Preparation

Where applicable, bidder shall submit their bid on the forms the Authority provides in this document. **The bidder shall complete all applicable blanks.** They may submit additional information as they believe necessary on their 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 Authority finds a bidder's entry to be illegible, it may, at its sole discretion, reject the bid.**

#### 2.2 Submission of Bids

The Authority **will not** receive bids in electronic format or by facsimile. The bidder shall return their bid in a sealed envelope, clearly marked as **ITB #22-207 OLD MAIN PUMP WINDOW REPLACEMENT**. **The Authority cannot ensure that the sealed bid will not be prematurely opened if the bidder does not clearly identify their bid envelope.**

Bids should be addressed to:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

If the bidder chooses to hand-deliver their bid, they shall deposit it with the Graceffa Administration Building main entrance receptionist, 3501 Kishwaukee Street, Rockford, IL 61109 between the hours of 8:00 A.M. and 4:30 P.M.

#### 2.3 Bid Security

Each bid must be accompanied either by cash, an original certified or bank cashier's check on a solvent bank or trust company, or a bidder's bond (form attached) from acceptable surety, drawn to the order of the Four Rivers Sanitation Authority 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 insurance.

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

The successful bidder shall provide a Performance Bond and Payment of Vendor Bond acceptable to the Four Rivers Sanitation Authority. The performance bond shall be for either 100% of the annual contract price or for the successful bidder's unit price times the estimated number of units, as applicable. The performance bond shall be submitted annually on or before its expiration date, and within 10 business days of the award anniversary date for the entire length of the Contract period.

This Invitation to Bid contains a Performance Bond form and Payment of Vendor Bond for the successful bidder's use.

If the successful bidder fails to provide acceptable bonds within the specified time he shall be in default.

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

All bidders inside and outside of Illinois must provide an Illinois Department of Human Rights Registration Number at the time bids are due. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in this document). The following link may be used to access the website where the number can be obtained: <https://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>

#### **2.6 Taxes**

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

#### **2.7 Withdrawal of Bids**

At any time prior to the scheduled bid opening, the bidder may withdraw their bid. In order to do so, they shall submit a written request to the Director of Management Services.

#### **2.8 Acceptance of Bid**

The Authority may reject all or part of any or all bids, for any reason. The Authority may accept all or part of any bid or waive any bidding formalities if it decides such action is in the Authority's best interest.

The Authority will only consider bids that conform to the intent of this document. The Authority will reject bids that contain one or more exceptions if the Authority determines

that non-conforming bids deviate from the intent of these specifications. The Authority's decision shall be final, and the Authority's procurement procedures contain no appeal provision.

## **2.9 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 Four Rivers Sanitation Authority 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.** All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). The undersigned, as Bidder, declares they 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 Four Rivers Sanitation Authority) 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.

Transcripts of certified payroll shall be filed using the IDOL portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx>

**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.

**B. Steel Products Procurement Act.** Public Act 83-1030 entitled "Steel Products Procurement Act" 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.

The provisions of this Section shall not apply:

1. Where the contract involves an expenditure of less than \$500.
2. Where the executive head of the public agency certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%.

3. When its application is not in the public interest.

## **2.10 Terms**

**A. Payments to the Successful Bidder.** If the Authority receives an acceptable invoice for conforming materials or service prior to the fifth day of the month, the Authority 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 Authority will procure the materials or service described in this Invitation to Bid from other sources. The Authority 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 Authority notifies them, in writing, of such an occurrence.

**1. Delivery Hours.** Unless otherwise specified, all items must be delivered to: Four Rivers Sanitation Authority, 4850 Torque Road, Loves Park, Illinois, Monday through Friday, between the hours of 7:30 A.M. and 3:00 P.M., excluding holidays.

In the unlikely event that the Authority is picketed by its employees or by a third party, or if any labor-management dispute between the Authority and its employees or third parties becomes known to the successful bidder, then in such event and during the course of any such picketing or labor-management dispute, the successful bidder shall continue to carry out the terms and conditions of this contract as if such pickets were not present or such labor-management dispute did not exist.

**Time of delivery is part of the Authority's consideration of each bid.**

**2. F.O.B. Point and Shipping Charges.** All prices shall be quoted F.O.B. destination, Four Rivers Sanitation Authority, 4850 Torque Road, Loves Park, Illinois, 61111. All shipping, handling and freight charges must be included in the bid amount.

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

## **2.11 Quantities Estimated Only**

The estimated 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 they 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.

## **2.12 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 document. 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 on a basis for varying the requirements of the Authority or the compensation of the bidder.

### 2.13 Addenda

If the Authority issues written addenda, such addenda shall become part of the contract documents. Not less than 3 business days prior to the bid opening date, the Authority will post the addenda on its website at [fourrivers.illinois.gov](http://fourrivers.illinois.gov), and distribute the addenda via email to each recipient of the specifications, at either the:

- Email address to which the Authority emailed the original bid document; or
- Corrected email address prospective bidder furnished

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

### 2.14 Contract Form

No more than 10 business days following the contract award, the successful bidder shall submit a completed Contract Form to the Authority's Director of Management Services. The Contract Form is part of this Invitation to Bid. If the successful bidder fails to complete the Contract Form within the specified time, they shall be in material default.

### 2.15 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 Authority shall notify them in writing. If the successful bidder fails to correct the performance deficiency to the Authority's satisfaction within five working days after they receive the Authority's notice, they shall be in default. If the same performance deficiency recurs despite the Authority's notification and the successful bidder's temporary correction, the successful bidder shall likewise be in default. The Authority may, at its sole discretion, terminate the **Old Main Pump Window Replacement** contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.8B of this Invitation to Bid.

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

1. request new **Old Main Pump Window Replacement** bids or
2. designate the next-low bidder to perform the **Old Main Pump Window Replacement** contract, provided that said next-low bidder agrees to their original bid terms.

The Authority may repeat this option until it obtains an acceptable **Old Main Pump Window Replacement** contract.

### 2.16 "No Bid" Response Form

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

### 2.17 Indemnification Clause

Successful respondent/contractor shall protect, indemnify, hold and save harmless and

defend the Authority, 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 Authority, 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 Authority 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 Authority.

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 Authority, its employees, or agents shall be deemed a waiver by the Authority of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverage in the Contract.

## **2.18 Force Majeure**

The obligations of either the Authority 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 Authority or the successful bidder being rendered unable wholly or in part by force majeure to carry out its obligations under the 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.

## **2.19 Insurance**

**A.** The successful respondent/contractor, for the duration of the contract, shall 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 Authority, its officers, officials, employees, and volunteers shall be covered as additional insureds 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 Authority, its officers, officials, employees, volunteers, or agents.
2. The successful bidder's/contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Authority, its officers, official 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 Authority, 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 Authority'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 Authority shall be the sole judge as to the acceptability of any such proof.

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

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

- a) If Best classifies the insurer XII or larger, said insurer shall be acceptable to the Authority.

- b) If Best classifies the insurer as smaller than XII, but larger than VI, said **insurer shall be submitted to the Authority's Director of Management Services and/or the Authority'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 Authority shall be the sole judge of whether an insurer's rating is satisfactory. The Authority's decision shall be final and the Authority's bidding procedures contain no appeal provision.

## **2.20 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.

**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 Authority;
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.



**SECTION III  
DETAILED SPECIFICATIONS**

**INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW  
REPLACEMENT**

### III DETAILED SPECIFICATIONS

#### INVITATION TO BID #22-207 OLD MAIN PUMP WINDOW REPLACEMENT

##### 3.1 Scope and Intent

The scope of this project involves procurement and installation of 22 aluminum windows at the Old Main Pump Building, to replace existing 30 year-old windows. This is in preparation for installation of new electrical and HVAC equipment.

It is the intent of this document to specify minimum requirements that the successful bidder must meet in order for the Authority to obtain manhole frames and lids that meet the requirements of the Four Rivers Sanitation Authority.

##### 3.2 Minimum Requirements – Aluminum Windows

###### A. General

1. SECTION INCLUDES
  - a. Extruded aluminum windows with fixed sash.
  - b. Factory glazing.
2. RELATED REQUIREMENTS
  - a. Rough Carpentry: Rough opening framing.
  - b. Joint Sealants: Sealing joints between window frames and adjacent construction.
3. REFERENCE STANDARDS
  - a. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/Specification for windows, doors, and skylights; 2017.
  - b. AAMA CW-10 - Care and Handling of Architectural Aluminum From Shop to Site; 2015.
  - c. AAMA 502 - Voluntary Specification for Field Testing of Newly Installed Fenestration Products; 2012.
  - d. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2016).
  - e. ASTM E783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors; 2002 (Reapproved 2010).
  - f. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference; 2015.
4. ADMINISTRATIVE REQUIREMENTS
  - a. Pre-installation Meeting: Convene one week before starting work of this section.
5. SUBMITTALS
  - a. Product Data: Provide component dimensions, information on glass and

glazing, internal drainage details, and descriptions of hardware and accessories.

b. Shop Drawings: Indicate opening dimensions, elevations of different types, framed opening tolerances, method for achieving air and vapor barrier seal to adjacent construction, anchorage locations, and installation requirements.

c. Samples: Submit two samples, 12 by 12 inch in size illustrating typical corner construction, accessories, and finishes.

d. Grade Substantiation: Prior to submitting shop drawings or starting fabrication, submit one of the following showing compliance with specified grade:

1. Evidence of AAMA Certification.

2. Evidence of WDMA Certification.

3. Evidence of CSA Certification.

4. Test report(s) by independent testing agency itemizing compliance and acceptable to authorities having jurisdiction.

e. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.

f. Installer's Qualification Statement.

g. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

**6. QUALITY ASSURANCE**

a. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.

b. Installer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.

**7. DELIVERY, STORAGE, AND HANDLING**

a. Comply with requirements of AAMA CW-10.

b. Protect finished surfaces with wrapping paper or strippable coating during installation. Do not use adhesive papers or sprayed coatings that bond to substrate when exposed to sunlight or weather.

**8. FIELD CONDITIONS**

a. Do not install sealants when ambient temperature is less than 40 degrees F.

b. Maintain this minimum temperature during and 24 hours after installation of sealants.

**9. WARRANTY**

a. Correct defective Work within a five-year period after Date of Substantial Completion.

b. Provide five-year manufacturer warranty against failure of glass seal on

insulating glass units, including inter-pane dusting or misting. Include provision for replacement of failed units.

c. Provide five-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

## **B. PRODUCTS**

### **1. BASIS OF DESIGN - AW PERFORMANCE CLASS WINDOWS**

a. Grade: AAMA/WDMA/CSA 101/I.S.2/A440 having Performance Class of AW, and Performance Grade at least as high as specified design pressure.

b. Fixed, Thermally-Broken:

1. Basis of Design: Wausau Architectural Windows, Fixed, Retro - XLT with applied muntins.

### **2. WINDOWS**

a. Aluminum Windows: Extruded aluminum frame and sash, factory fabricated, factory finished, with operating hardware, related flashings, and anchorage and attachment devices.

1. Frame Depth: 2 7/8".

2. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors; fasteners and attachments concealed from view; reinforced as required for operating hardware and imposed loads.

3. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.

4. Movement: Accommodate movement between window and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.

5. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.

b. Fixed, Non-Operable Type:

1. Construction: Thermally broken.

2. Glazing: Double; clear; transparent, or as noted on detail drawings.

3. Exterior Finish: Class I natural anodized.

4. Interior Finish: Class I natural anodized.

## **C. EXECUTION**

### **1. EXAMINATION**

a. Verify that wall openings and adjoining air and vapor seal materials are ready to receive aluminum windows.

### **2. INSTALLATION**

a. Install windows in accordance with manufacturer's instructions.

b. Attach window frame and shims to perimeter opening to accommodate

construction tolerances and other irregularities.

c. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.

d. Install sill and sill end angles.

e. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.

**3. FIELD QUALITY CONTROL**

a. Provide services of aluminum window manufacturer's field representative to observe for proper installation of system and submit report.

b. Provide field testing of installed aluminum windows by independent laboratory in accordance with AAMA 502 and AAMA/WDMA/CSA 101/I.S.2/A440 during construction process and before installation of interior finishes.

1. Field test for water penetration in accordance with ASTM E1105 using Procedure B - cyclic static air pressure difference; test pressure shall not be less than 1.9 psi.

2. Field test for air leakage in accordance with ASTM E783 with uniform static air pressure difference of 1.57 psi.

c. Repair or replace fenestration components that have failed designated field testing, and retest to verify performance complies with specified requirements.

**4. CLEANING**

a. Remove protective material from factory finished aluminum surfaces.

b. Wash surfaces by method recommended and acceptable to window manufacturer; rinse and wipe surfaces clean.

**5. SCHEDULE**

a. See the drawings for window sizes and locations.

**3.3 Minimum Requirements – Rough Carpentry**

**A. General**

**1. SECTION INCLUDES**

a. Non-structural dimension lumber framing.

b. Roof-mounted curbs.

c. Roofing nailers.

d. Preservative treated wood materials.

e. Fire retardant treated wood materials.

f. Telephone and electrical panel boards fire treated.

g. Wood nailers and curbs for roofing and items installed on roof pressure treated.

h. Concealed wood blocking, nailers, and supports.

- i. Miscellaneous wood nailers, furring, and grounds.
- 2. REFERENCE STANDARDS**
- a. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- b. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.
- c. AWPA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2003.
- 3. SUBMITTALS**
- a. Product Data: Provide technical data on wood preservative materials and application instructions.
- b. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.
- 4. QUALITY ASSURANCE**
- a. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
- b. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
- c. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- 5. DELIVERY, STORAGE, AND HANDLING**
- a. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- b. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

## **B. PRODUCTS**

- 1. GENERAL REQUIREMENTS**
- a. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
1. Species: Douglas Fir-Larch, unless otherwise indicated. Fire retardant treated.
2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
3. Wood blocking in stud walls - [Fire Retardant Treated].
- 2. DIMENSION LUMBER**
- a. Sizes: Nominal sizes as indicated on drawings, S4S.
- b. Moisture Content: S-dry or MC19.

- c. Miscellaneous Blocking, Furring, and Nailers:
1. Lumber: S4S, No. 2 or Standard Grade.
  2. Boards: Standard or No. 3.
  3. Fire retardant treated.
3. CONSTRUCTION PANELS
- a. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch-thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.
  - b. Other Applications:
    1. Other Locations: PS 1, C-D Plugged or better.
    2. Electrical Component Mounting: APA rated sheathing, fire retardant treated.
4. ACCESSORIES
- a. Fasteners and Anchors:
    1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A 153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
5. FACTORY WOOD TREATMENT
- a. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
    1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
    2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
  - b. Fire Retardant Treatment:
    1. Manufacturers:
      - a. Lonza Group: [www.wolmanizedwood.com](http://www.wolmanizedwood.com).
      - b. Hoover Treated Wood Products, Inc: [www.frtw.com](http://www.frtw.com).
      - c. Koppers, Inc: [www.koppersperformancechemicals.com/#sle](http://www.koppersperformancechemicals.com/#sle).
    2. Exterior Type: AWPA U1, Category UCFB, Commodity Specification H, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.
      - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.

- b. Do not use treated wood in direct contact with the ground.
- 3. Interior Type A: AWP A U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
  - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
  - b. Treat rough carpentry items as indicated.
  - c. Do not use treated wood in applications exposed to weather or where the wood may become wet.
- c. Preservative Pressure Treatment of Lumber Above Grade: AWP A U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
  - 1. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
    - a. Treat lumber exposed to weather.
  - 2. Treat lumber in contact with roofing, flashing, or waterproofing.

## **C. EXECUTION**

- 1. INSTALLATION - GENERAL
  - a. Select material sizes to minimize waste.
  - b. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
  - c. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.
  - d. Exterior wall sheathing panels to be gapped 1/8" at all edges.
- 2. INSTALLATION OF CONSTRUCTION PANELS
  - a. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
    - 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
    - 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
    - 3. Install adjacent boards without gaps.
- 3. TOLERANCES
  - a. Framing Members: 1/4 inch from true position, maximum.



- b. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

### **3.4 Minimum Requirements – Joint Sealants**

#### **A. GENERAL**

1. SECTION INCLUDES
  - a. Sealants and joint backing.
  - b. Pre-compressed foam sealants.
  - c. The Contractor shall provide sealants at;
    1. Bathroom ceramic fixtures and countertops.
    2. Bathroom fixtures and wall surfaces.
    3. Seal the joint between the top of ceramic base and the wall finish above.
    4. Countertops and wall surfaces.
    5. Edges of all door frames and adjacent wall finishes, at all locations.
    6. Edges of all window and storefront frames and adjacent wall finishes.
    7. Sealant continuously at all exposed concrete control and expansion joints in floor slabs.
    8. Fire caulk penetrations in fire rated floors and walls at top and bottom.
    9. Seal off all penetrations thru exterior walls for utility lines, pipes, hose bibs, wiring, grills and louvers.
    10. Seal all drywall expansion joints.
    11. Provide foam backer rod at joints larger than 1/4" wide.
2. RELATED REQUIREMENTS
  - a. None.
3. REFERENCE STANDARDS
  - a. ASTM C834 - Standard Specification for Latex Sealants; 2017.
  - b. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012 (Reapproved 2017).
  - c. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
  - d. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
  - e. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber; 2014.
  - f. ASTM D1667 - Standard Specification for Flexible Cellular Materials—Poly

(Vinyl Chloride) Foam (Closed-Cell); 2017.

**4. ADMINISTRATIVE REQUIREMENTS**

a. Coordinate the work with other sections referencing this section.

**5. SUBMITTALS**

a. Product Data: Provide data indicating sealant chemical characteristics.

b. Samples: Submit two samples, 2" in size illustrating sealant colors for selection.

c. Manufacturer's Installation Instructions: Indicate special procedures.

**6. QUALITY ASSURANCE**

a. Maintain one copy of each referenced document covering installation requirements on site.

**7. FIELD CONDITIONS**

a. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**8. COORDINATION**

a. Coordinate the work with all sections referencing this section.

**9. WARRANTY**

a. Correct defective work within a two-year period after Date of Substantial Completion.

b. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

**B. PRODUCTS**

**1. MANUFACTURERS AND PRODUCTS**

a. Gunnable and Pourable Sealants:

1. BASF Construction Chemicals-Building Systems:  
[www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).

2. Dow Corning Corporation: [www.dowcorning.com](http://www.dowcorning.com).

3. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).

4. Sherwin-Williams Company: [www.sherwin-williams.com](http://www.sherwin-williams.com).

5. W.R. Meadows, Inc: [www.wrmeadows.com](http://www.wrmeadows.com).

6. Sika Corporation.

b. Type A: Silicone Sealants: Joints Between Plumbing Fixtures and Walls and Floors, and Between Countertops and Walls

1. Application: for non-porous surfaces such as Non-structural glazing, aluminum, tile, fiberglass and plastic laminate. Non-structural glazing, sanitary seals, in kitchen and restroom areas, back splashes,

vanities etc. and general use on HVAC, plumbing construction.

a. Location: Above grade. Interior and Exterior.

b. Max. depth 1/2" Min. depth: 1/4"

c. In deep joints the sealant depth must be controlled by Closed Cell Backer Rod.

1) Backer rod should be approximately 25% larger in diameter than the joint width.

2) Do not prime or puncture backer rod.

2. Sonneborn Building Products, ChemRex, Inc; Product Sonolastic Omniplus: [www.chemrex.com](http://www.chemrex.com).

3. Dow Corning Corp; Product 791 Silicone Weatherproofing Sealant: [www.dowcorning.com](http://www.dowcorning.com).

a. Locations

1) Expansion Joints

2) Connection

3) Perimeter

4) Movement joints

b. Suitable for use on:

1) Coated glass

2) Galvanized steel

3) Copper

4) Masonry

4. Dow Corning Corp; Product 795 Silicone Building Sealant: [www.dowcorning.com](http://www.dowcorning.com).

a. Locations

1) Structural and non-structural glazing.

2) Structural attachment of many panel systems.

3) Panel stiffener applications

b. Suitable for use on:

1) Weather sealing of glass

2) Aluminum

3) Steel

4) Painted metal

5) EIFS

6) Granite

- 7) Stone
- 8) Concrete
- 9) Brick
- 10) Plastics

5. GE Plastics; Product GE Silicone; Silglaze II:  
[www.gespecialtymaterials.com](http://www.gespecialtymaterials.com).

a. Locations

- 1) Structural and non-structural glazing.
- 2) General Purpose sealing applications.
- 3) Applications where FDA or USDA compliance is required.

b. Suitable for use on:

- 1) Weather sealing of glass
- 2) Paintable applications.

6. GE Plastics; Product GE Silicone; Silpruf:  
[www.gespecialtymaterials.com](http://www.gespecialtymaterials.com).

a. Locations

- 1) Structural adhesive.
- 2) Structural Glazing.
- 3) Weatherproofing Joints

b. Suitable for use on:

- 1) Glass
- 2) Polycarbonate
- 3) Vinyl
- 4) Plastics
- 5) Treated and untreated wood
- 6) Powder coated metals
- 7) Anodized aluminum
- 8) EFIS
- 9) Ceramic and porcelain materials
- 10) Concrete
- 11) Natural Stone

7. Surebond; Product [SB-188 Silicone Rubber].

a. Locations

- 1) Movement joints

- 2) Dissimilar metal separation
- 3) high temperature uses
- 4) -75 deg - 500 deg F

b. for use on:

- 1) Metal
- 2) Plastics
- 3) Fiberglass
- 4) Glass
- 5) Wood
- 6) Foam
- 7) Painted surfaces
- 8) Rubbers

c. Type B: Joints in Exterior Metal Work and Siding.

1. Surebond; Product [ SB-895 Neutral Cure]. 100% urethane sealant

a. Locations

- 1) Structural adhesive.
- 2) Structural Glazing.
- 3) Weatherproofing Joints

b. Suitable for use on:

- 1) Glass
- 2) Fiberglass
- 3) Metal
- 4) Painted and galvanized metal
- 5) Prefinished panels
- 6) Composite board
- 7) Brick
- 8) EFIS
- 9) Laminates
- 10) Concrete
- 11) Natural Stone

2. Tremco, Inc; Product Spectrem 3 & Primer 23:  
[www.tremcosealants.com](http://www.tremcosealants.com).

a. Locations

- 1) Dynamically moving joints, ie. expansion joints

- b. Suitable for use on:
- 1) Aluminum curtain walls
  - 2) Metal panels
  - 3) Window perimeters
- d. Type C: Control and Expansion Joints in Paving
1. One Moisture Curing Part Gun Grade Polyurethane Sealant - Single Component, Moisture curing Polyurethane:
    - a. Tremco: Dymonic:
      - 1) Locations:
        - (a) Sealing dynamically moving joints such as:
          - (1) Expansion and control joints. window, door perimeters, masonry joints, etc.
          - (2) Concrete joints
          - (3) Window and door perimeters
          - (4) Bedding of mullions and frames
  2. Sonneborn Building Products, ChemRex, Inc; Product Sonolastic SL1: [www.chemrex.com](http://www.chemrex.com).
    - a. Locations
      - 1) Expansion joints in concrete floors
      - 2) Concrete sidewalks
      - 3) Pavements
- e. Type E: Lap Joints in Exterior Sheet Metal Work:
1. Tremco, Inc; Product Tremco Butyl Sealant: [www.tremcosealants.com](http://www.tremcosealants.com).
    - a. Locations:
      - 1) Metal Panel Joining.
      - 2) areas where a seal is required against neoprene, or EPDM gaskets.
- f. Type F: Concealed bedding joint sealant:
1. Tremco, Inc; Product Tremco Butyl Sealant: [www.tremcosealants.com](http://www.tremcosealants.com).
    - a. Location:
      - 1) Under Exterior Door Thresholds
  2. BASF Construction Chemicals-Building Systems: [www.chemrex.com](http://www.chemrex.com).
- g. Type G: Interior Joints for Which No Other Sealant is Indicated:

1. Tremco, Inc; Product Vulkem 116: [www.tremcosealants.com](http://www.tremcosealants.com).

a. Location:

- 1) Masonry
- 2) Window perimeters
- 3) Similar types of construction joints. Interior and Exterior

h. Type H: In STC-Rated Walls, Between Metal Stud Track/Runner and Adjacent Construction, and Between Outlet Boxes and Gypsum Board. Apply this sealant where at all Private Offices, Conference Rooms, Toilet Rooms, Siliconized Acrylic Latex Sealant:

1. Tremco: Tremflex 834.

a. Locations:

- 1) Interior and exterior caulking.
- 2) Acoustical sealing.

b. Suitable for use on:

- 1) Interior walls.
- 2) Ceilings.
- 3) Floors to reduce sound transmission.

2. Tremco: Tremco Acoustical Sealant

a. Location:

- b. Acoustically sealing of drywall partitions.
- c. Acoustically sealing corridors.
- d. Acoustically sealing party walls.

i. Type I: Control and Expansion Joints in Interior Concrete Slabs and Floors: One Part Moisture Curing Polyurethane Sealant:

1. BASFTF-100.

- a. Fast setting two-component polyurea control joint filler.
- b. Color: grey.
- c. Concrete must be cured for 28 days. min. 90-120 days preferred.

## 2. SEALANTS

a. Type k - Nonsag Polyurethane Sealant: ASTM C920, Grade NS, Class 25, Uses NT, I, M, A, G, O; single component, chemical curing, non-staining, non-bleeding, capable of continuous water immersion, non-sagging type.

[Precast Concrete Wall Panel joint sealant].

1. Color: Match adjacent finished surfaces.

2. Product: Sika 2cNS manufactured by Sika Corp. US.

**3. ACCESSORIES**

a. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

b. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

c. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.

1. Preformed Compressible Foam Sealers:

a. Emseal Joint Systems, Ltd: [www.emseal.com](http://www.emseal.com).

b. Sandell Manufacturing Company, Inc:  
[www.sandellmfg.com](http://www.sandellmfg.com).

c. Dayton Superior Corporation: [www.daytonsuperior.com](http://www.daytonsuperior.com).

d. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

**C. EXECUTION**

**1. EXAMINATION**

a. Verify that substrate surfaces are ready to receive work.

b. Verify that joint backing and release tapes are compatible with sealant.

**2. PREPARATION**

a. Remove loose materials and foreign matter that could impair adhesion of sealant.

b. Clean and prime joints in accordance with manufacturer's instructions.

c. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

d. Protect elements surrounding the work of this section from damage or disfigurement.

**3. INSTALLATION**

a. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

b. Perform installation in accordance with ASTM C1193.

c. Perform acoustical sealant application work in accordance with ASTM C919.

d. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

e. Install bond breaker where joint backing is not used.



f. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

g. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

h. Tool joints concave.

**4. CLEANING**

a. Clean adjacent soiled surfaces.

**5. PROTECTION**

a. Protect sealants until cured.

**3.5 Fees**

All bids shall include all fees associated with the purchase including any shipping, delivery or doc fees.

**3.6 Warranty**

The suppliers of the **parts and labor** shall unconditionally warrant all **components and labor** provided for a period of two (2) years commencing on the date of substantial completion. Manufacturers shall unconditionally warrant their products for a period of five (5) years (see **3.2.A.9 WARRANTY** on p. 15) commencing on the date of substantial completion. Supplier shall, upon written notice, furnish labor and new materials to immediately replace and make good, without expense to the Four Rivers Sanitation Authority, faulty materials and equipment. Any such replacement shall likewise be covered by the same warranty period from subsequent delivery date.

All replacement parts shall be shipped F.O.B. to the Four Rivers Sanitation Authority north maintenance facility, located at 4850 Torque Drive, Loves Park, IL 61111, within three (3) weeks of notification and shall be furnished at no additional cost to the Four Rivers Sanitation Authority.

**3.7 Payments to the Successful Bidder**

Section 2.10A of this Invitation to Bid contains the Authority's general payment requirements.

**3.8 Questions**

Interested parties may direct questions concerning this Invitation to Bid to Warren Adam, Project Engineer III, by email at [wadam@fourrivers.illinois.gov](mailto:wadam@fourrivers.illinois.gov) or by phone: 815-871-0787.

The Authority will not interpret specifications for individual bidders. If the Authority determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective bidders.



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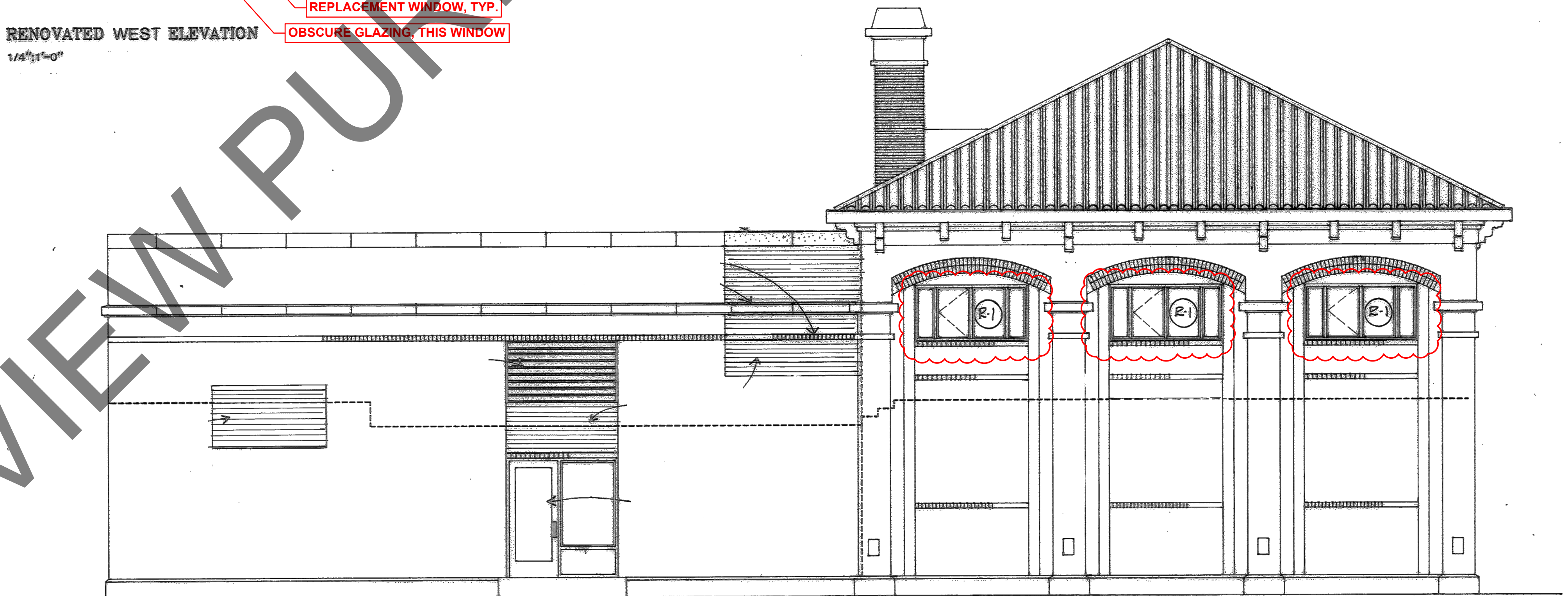


RENOVATED WEST ELEVATION  
1/4"=1'-0"

REPLACEMENT WINDOW, TYP.  
OBSCURE GLAZING, THIS WINDOW

NOTES:

1. R-1 / R-2 INDICATES REPLACEMENT WINDOWS. SEE SHEET 3 FOR ELEVATIONS & DETAILS.
2. THIS DRAWING REFERENCED FOR WINDOW REPLACEMENTS ONLY.
3. BOXED TEXT INDICATES NEW / PROPOSED ITEMS OF WORK.

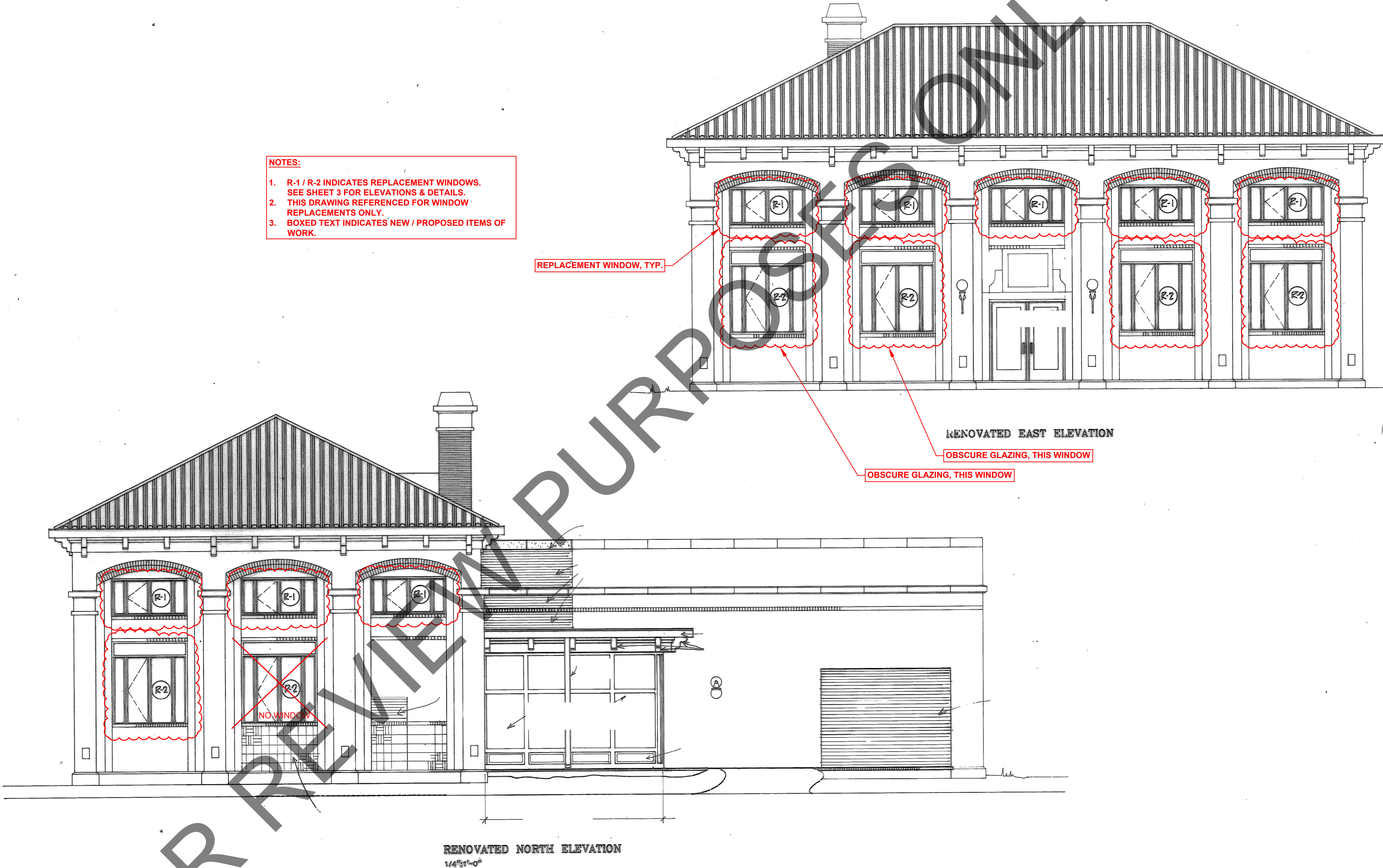


RENOVATED SOUTH ELEVATION

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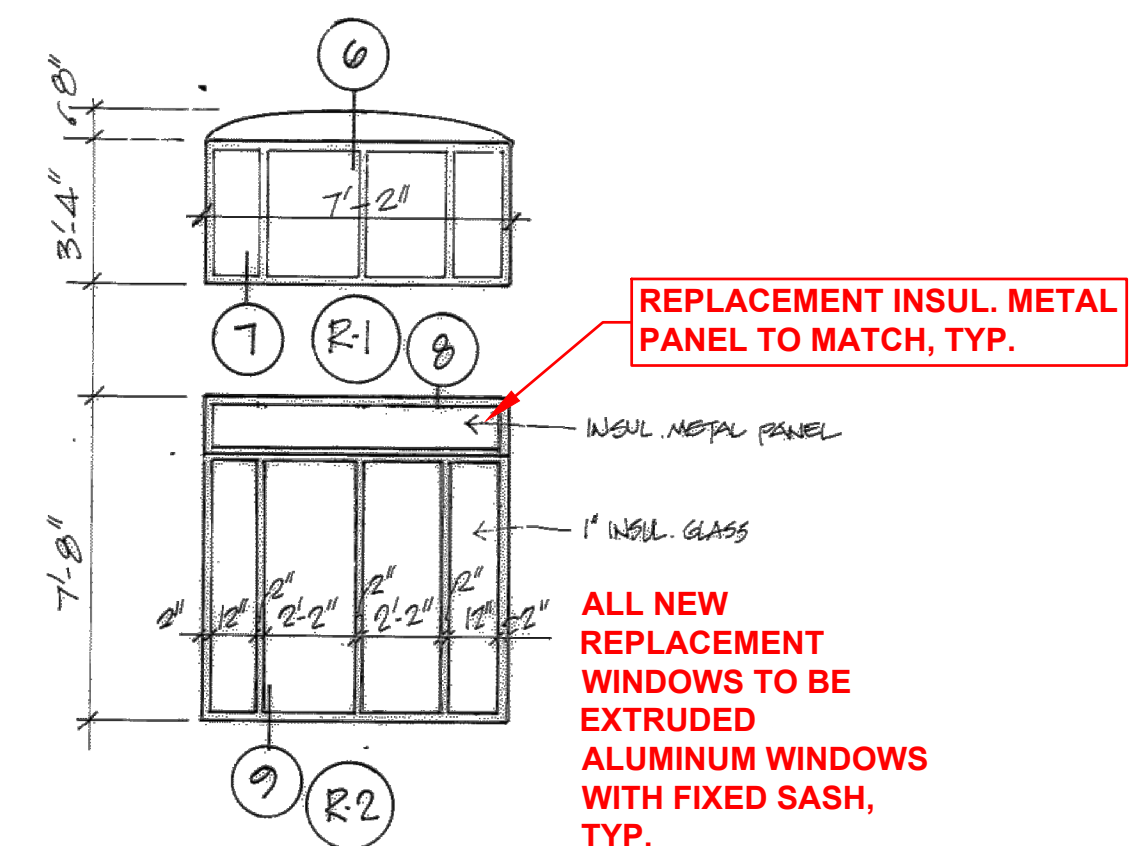
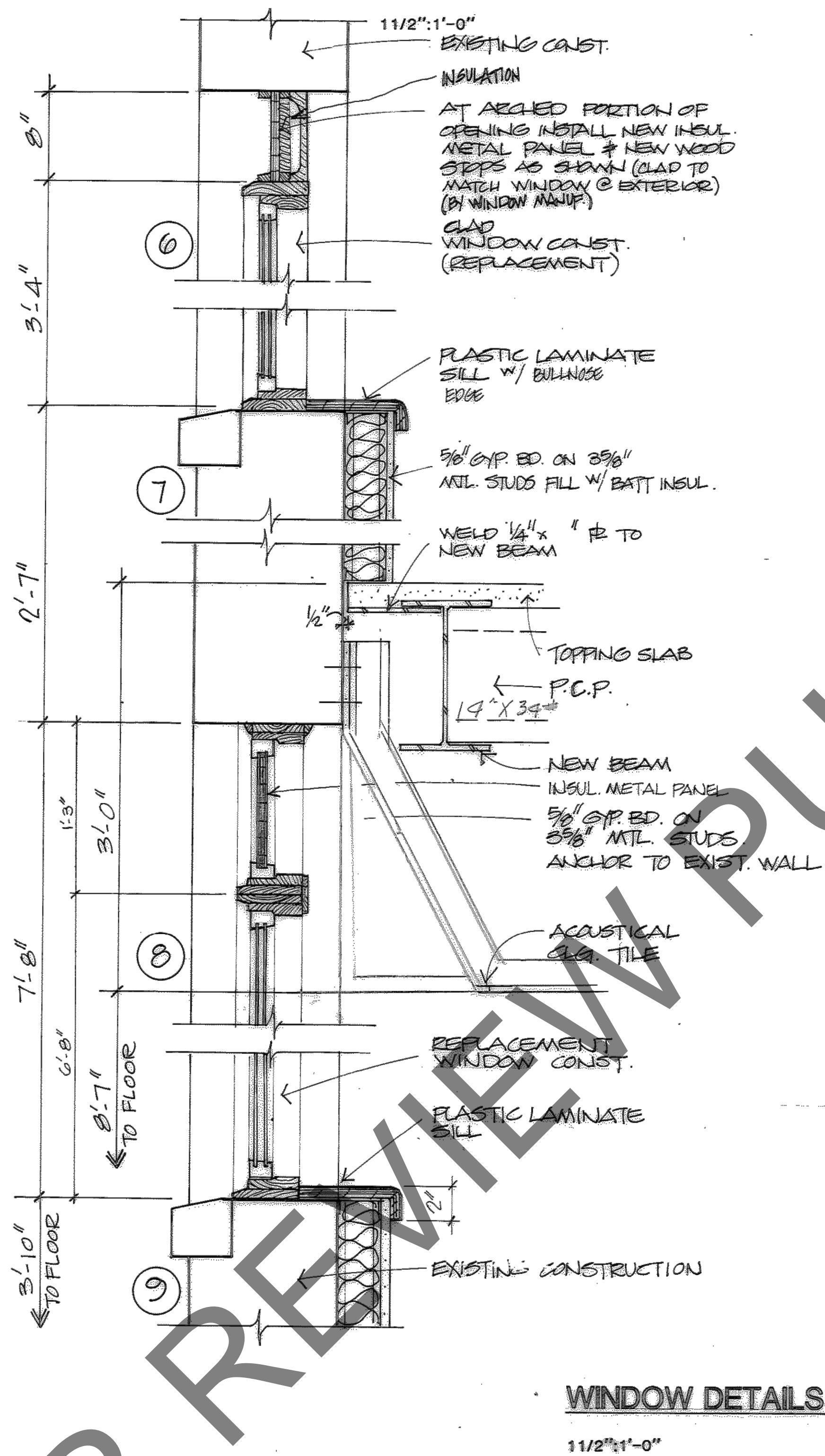
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REPLACEMENT WINDOW ELEVATIONS

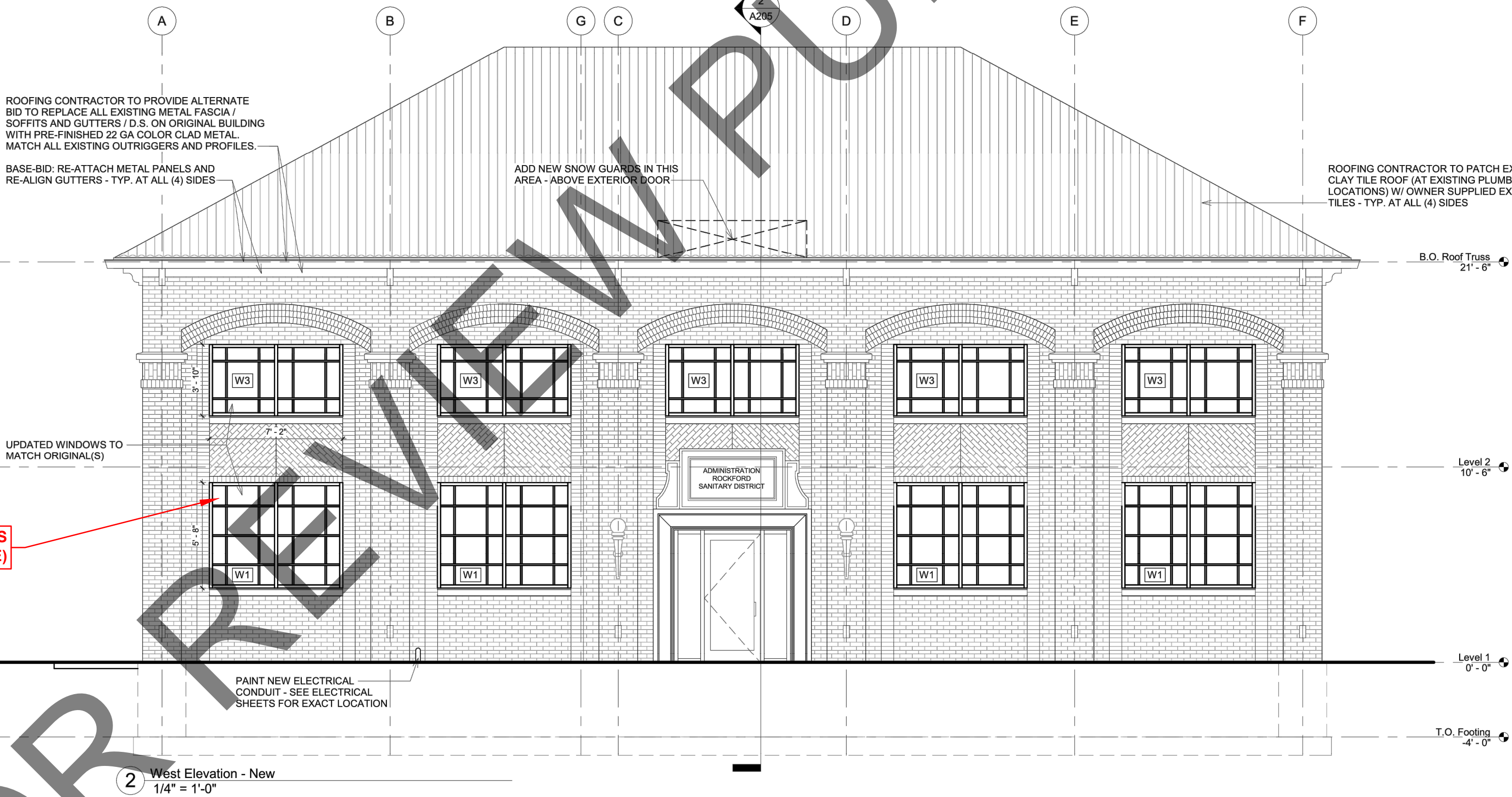
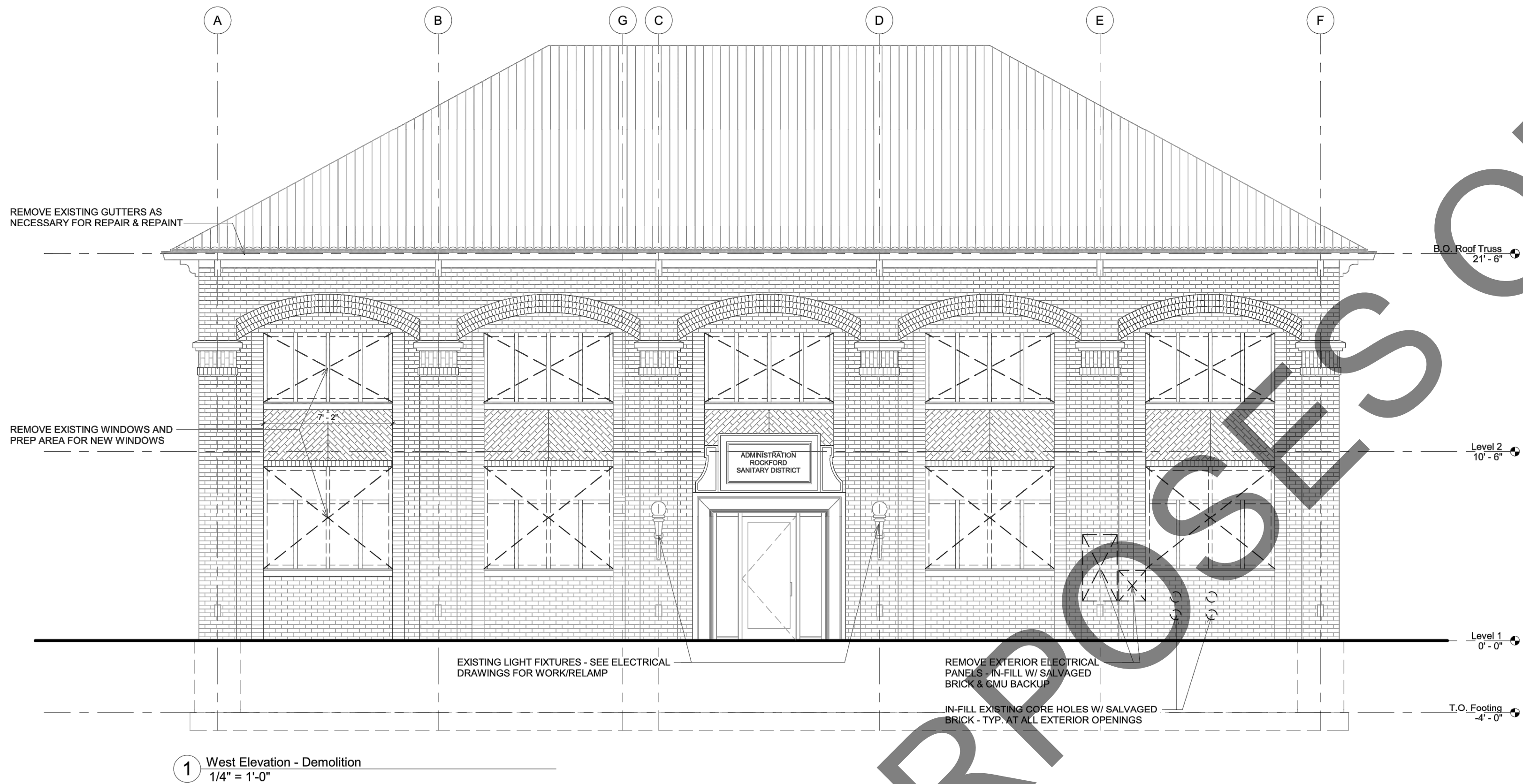
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**GENERAL NOTES**

1. TUCK POINT EXISTING BRICK IN THIS AREA

**McClellan Blakemore Architects**  
400 North First Street  
Rockford, Illinois 61107  
T 815-227-0023  
Web www.m-b-arch.com

RRWRD Capital Project No: 1904



3501 Kishwaukee St.  
Rockford, Illinois 61109

Old Administration  
Building Interior  
Remodeling

for

Rock River Water  
Reclamation District

3333 Kishwaukee St.  
Rockford, Illinois

THE CONTRACTOR SHALL DETERMINE EXACT DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO SUBMITTING A BID. THE CONTRACTOR SHALL COORDINATE ALL DRAWINGS WITH ACTUAL FIELD CONDITIONS PRIOR TO PROCEEDING WITH THE WORK AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. THIS DRAWING IS THE PROPERTY OF MCCLELLAN BLAKEMORE ARCHITECTS AND MAY NOT BE REPRODUCED WITHOUT THE PRIOR WRITTEN PERMISSION OF THE ARCHITECT.

| NO. | DATE     | DESCRIPTION              |
|-----|----------|--------------------------|
| 1)  | 11-15-18 | Initial Layout           |
| 2)  | 12-20-18 | Revised Layout           |
| 3)  | 1-18-19  | Revised Layout #2        |
| 4)  | 2-8-19   | Design Development       |
| 5)  | 5-23-19  | OAS Review Meeting       |
| 6)  | 6-18-19  | 50% CD Review Set        |
| 7)  | 7-18-19  | 75% CD Review Set        |
| 8)  | 12-2-19  | Issued for Permits       |
| 9)  | 2-20-20  | Plan Review Response One |
| 10) | 9-21-20  | Issued for Construction  |

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Project No.

1830

Scale

1/4" = 1'-0"

Sheet Title

**WEST BUILDING  
ELEVATIONS**

Ref. North

Sheet No.

**A201**

PROFESSIONAL DESIGN FIRM REGISTRATION #  
184-003342



| No. | DATE | REVISION | INT. |
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**OLD MAIN PUMP BUILDING - WINDOW REPLACEMENT  
CAPITAL PROJECT #2022**

**COLLECTION SYSTEMS ADMINISTRATION BUILDING  
DEPICTION OF PROPOSED WINDOWS (FOR REFERENCE)**

Sheet No.  
4 of 4

FOR BID

Date:  
3/10/2022



IV  
BID FORM

INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW REPLACEMENT

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

To: BOARD OF TRUSTEES  
FOUR RIVERS  
SANITATION AUTHORITY  
3501 KISHWAUKEE ST.  
ROCKFORD, ILLINOIS 61109

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

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

Trustees:

I (We) the undersigned hereby propose to furnish the **Old Main Pump Window Replacement** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

A. That they have examined and are familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

B. That they have carefully examined the scope of the required service, materials or equipment supplied, and that, from their own investigation, have satisfied 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, contract 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 they 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 Authority's **Old Main Pump Window Replacement**, 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 Authority and the Authority's representatives as defined in Section 2.17 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.

In submitting this proposal, I (we) understand that the Authority 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, materials, and equipment. The cost of all the service, materials, and equipment necessary to complete this contract is given in this bid.

The selected proposer shall enter into a Contract with the Authority to complete the Project in a form substantially similar to the Contract attached hereto. The Contract shall be executed by the Contractor/Vendor and returned, together with the Insurance Documents and Performance Bond (if applicable) within ten (10) calendar days after it has been mailed to the Contractor. Two copies of the contract shall be executed by the Contractor. One fully executed copy will be returned to the Contractor. See Section VIII for a sample copy of the agreement.

Price, expressed in figures, for delivery F.O.B. Four Rivers Sanitation Authority, of **Old Main Pump Window Replacement**, in conformity with all specifications in this invitation to bid.

**Labor and Materials for Old Main Pump Window Replacement Lump Sum Total:**

\$ \_\_\_\_\_

**Written Price:**

\_\_\_\_\_ **dollars and** \_\_\_\_\_

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 Authority to evaluate my organization's bid.

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

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

**By signing this bid, I/we, the bidder(s), agree to the terms of the bid, bid requirements, addenda, and contract.**

Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
(Print Name of Firm) (Authorized Rep's Signature)

\_\_\_\_\_ (Print Street Address) \_\_\_\_\_ (Print Rep's Name)

\_\_\_\_\_ (Print City, State, Zip) \_\_\_\_\_ (Print Rep's Title)

\_\_\_\_\_ (Area Code and Phone Number) \_\_\_\_\_ (Email Address)

**NOTE: The Four Rivers Sanitation Authority, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The bidder shall exclude those taxes from their bid.**



**“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:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

Responses can also be emailed to: [mroach@fourrivers.illinois.gov](mailto:mroach@fourrivers.illinois.gov)

We have received Invitation to Bid: **Old Main Pump Window Replacement** opening at 1:00 p.m., April 14, 2022.

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

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

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

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

**SECTION V  
FAIR EMPLOYMENT AFFIDAVIT OF  
COMPLIANCE**

**INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW  
REPLACEMENT**

V

**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

**OLD MAIN PUMP WINDOW REPLACEMENT**

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE FOUR RIVERS SANITATION AUTHORITY 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 and "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 to 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 Departments 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 \_\_\_\_\_

**SECTION VI  
FORMS OF AFFIDAVIT**

**INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW REPLACEMENT**

VI  
FORMS OF AFFIDAVIT

INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW REPLACEMENT

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

Bidder City: \_\_\_\_\_ Bidder County: \_\_\_\_\_ Bidder 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 \_\_\_\_\_

**SECTION VII  
BID BOND**

**INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW  
REPLACEMENT**

VII  
BID BOND  
FOUR RIVERS SANITATION AUTHORITY  
ROCKFORD, ILLINOIS  
**OLD MAIN PUMP WINDOW REPLACEMENT**

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 Four Rivers Sanitation Authority of Winnebago County, Illinois (Authority), in the full and just sum of:

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) 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 **Old Main Pump Window Replacement**.

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.

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

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

(Seal)

By \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_

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

(Seal)

By \_\_\_\_\_

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

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

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



**SECTION VIII  
CONTRACT SAMPLE**

**INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW  
REPLACEMENT**

**VIII**  
**CONTRACT SAMPLE**  
**FOUR RIVERS SANITATION AUTHORITY**  
**OLD MAIN PUMP WINDOW REPLACEMENT**

THIS CONTRACT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Four Rivers Sanitation Authority, Illinois, also known as "Authority," and \_\_\_\_\_ 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 Authority, the Contractor agrees with the Authority at 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 Authority'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, and Forms of Affidavit of the Invitation to Bid: **OLD MAIN PUMP WINDOW REPLACEMENT**, 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.

The Successful Bidder shall provide the Authority's **OLD MAIN PUMP WINDOW REPLACEMENT** including delivery, at the bid price, and a 2-year unconditional warranty for parts and labor commencing on the date of substantial completion.

**2. Contract Price**

The Authority 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 their bid price, delivered F.O.B. 3333 Kishwaukee St., Rockford, IL will be the only basis for payment for the contract's duration, and that in the absence of changes to which the Authority and Contractor agree because of revisions to the scope of the **OLD MAIN PUMP WINDOW REPLACEMENT**, this contract allows for no price increases.

The Authority shall make payments to the Contractor, in accordance with and subject to the provisions of Section 4 of this Contract.

### 3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible manner, supplying only service, materials, or equipment that meets or exceeds the Authority's specifications;
- B. Deliver the **OLD MAIN PUMP WINDOW REPLACEMENT** 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 they may encounter in the prosecution of the work, or from the action of the elements;
- D. Be responsible for all accidents they, their employees, or agents may incur in the contract's execution;
- E. Hold the Authority 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 Authority and its representatives from all:
  1. suits, claims, or actions,
  2. costs, either for defense or for settlements, and
  3. damages to which the Authority 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 Authority 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 Authority's negligence. For purposes of this paragraph, "its representatives" means "the Four Rivers Sanitation Authority'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 Authority and the Authority's representatives as defined in Section 2.17 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 Authority's written permission, the Contractor shall not use the Authority'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 them, the Contractor represents and warrants: that they are not in arrears to the Authority upon debt of the Contract and that they are not a defaulter, as surety, contractor or otherwise; that they are 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 their proposal and the information given by them is true and correct in all respects, and that they are 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 their information was secured by personal investigation and research.

If the Contractor defaults, the Authority may procure **OLD MAIN PUMP WINDOW REPLACEMENT** described in this Invitation to Bid, from other sources. In such an

event, the price the Authority pays shall constitute the prevailing market price at the time of such purchase and the defaulting Contractor shall pay the Authority the difference between their bid price and the prevailing market price. The defaulting Contractor shall make such payment no more than 60 calendar-days after the Authority notifies them, in writing, of such an occurrence.

#### **4. Payments to Contractor**

If the Authority receives an acceptable invoice for conforming service prior to the fifth day of the month, the Authority 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.

#### **5. Subcontracts**

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

#### **6. 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.

#### **7. Counterparts**

This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

#### **8. Time**

The Contractor agrees to all delivery schedules specified in the Invitation to Bid.

**9. 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: \_\_\_\_\_

Four Rivers Sanitation Authority  
Winnebago County, Illinois

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

ATTEST: \_\_\_\_\_  
Director of Management Services

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 Julia Scott-Valdez, to me personally known, who, being each by me duly sworn did say that they are respectively, the Executive Director and Director of Management Services of the Four Rivers Sanitation Authority, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the Authority, and said Executive Director and Director of Management Services acknowledge said instrument to be the free act and deed of said Authority.

(SEAL)

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

**SECTION IX  
PERFORMANCE BOND**

**INVITATION TO BID #22-207  
OLD MAIN PUMP WINDOW  
REPLACEMENT**

IX  
PERFORMANCE BOND  
FOUR RIVERS SANITATION AUTHORITY  
ROCKFORD, ILLINOIS  
**OLD MAIN PUMP WINDOW REPLACEMENT**

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Four Rivers Sanitation Authority has awarded to:

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

“Principal”, a contract, dated, \_\_\_\_\_, for the Four Rivers Sanitation Authority.

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 Four Rivers Sanitation Authority 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 Four Rivers Sanitation Authority, 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 Four Rivers Sanitation Authority 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.

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

(Seal) \_\_\_\_\_  
By

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

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

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

ATTEST:

\_\_\_\_\_  
Secretary

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

(Seal) \_\_\_\_\_  
By

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

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

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

\_\_\_\_\_  
Countersigned

**SECTION X**  
**LABOR & MATERIAL PAYMENT BOND**

**INVITATION TO BID #22-207**  
**OLD MAIN PUMP WINDOW**  
**REPLACEMENT**

X  
LABOR & MATERIAL PAYMENT BOND  
FOUR RIVERS SANITATION AUTHORITY  
INVITATION TO BID  
**OLD MAIN PUMP WINDOW REPLACEMENT**

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 Four Rivers Sanitation Authority, as Oblige, 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 Oblige for \_\_\_\_\_ in accordance with contract documents prepared by the Four Rivers Sanitation Authority 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 Oblige 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 Oblige 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 Oblige, 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: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Title

\_\_\_\_\_  
Resident Agent

ATTEST:

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