Addendum No. 1

Four Rivers Sanitation Authority

Household Hazardous Waste Site #24-407 Capital Project No. 2217

This Addendum Number 1, dated May 6, 2024, for the above referenced project, supersedes all contrary and conflicting information in the specifications and contract documents, which are hereby supplemented or revised as follows:

PROJECT SPECIFICATIONS REVISIONS AND ADDITIONS

Section I, Bidding Requirements

- 1. Article 1 Notice to bidders: DELETE Article 1 and REPLACE with attached signed Article 1.
- 2. Article 2 Instruction to bidders: DELETE Article 2 and REPLACE with attached Article 2.

GENERAL INFORMATION

Sign-in sheet and Agenda of the mandatory pre-bid meeting held on April 30, 2024 are attached to this addendum. All Bidders submitting a proposal on the above name project shall carefully read this Addendum and give it consideration in the preparation of their proposal.

Discussion outside of agenda topics:

- 1) The warranty for all constructed work shall be 1 year.
- 2) Other work shown on plans to be done by owner.
- 3) Take precautions to not damage fence placed on site.

This information shall be taken into consideration when preparing your bid. Bidders shall acknowledge all project addenda. This addendum will be emailed to all plan holders as well as posted to FRSA's website at <u>fourrivers.illinois.gov</u>.

End of Addendum No. 1

Issued May 6, 2024

Four Rivers Sanitation Authority

Lee Aschim P.E.

Sr. Civil Engineer, Project Manager

Article 1 — Notice to Bidders

The Four Rivers Sanitation Authority (FRSA) will receive signed and sealed bids for paving at the Household Hazardous Waste Site, Capital Project No. 2217, at the Steve Graceffa Administration Building (Administration Building) at 3501 Kishwaukee Street, Rockford, Illinois until 10:00 a.m. on May 9, 2024 at which time and place responsive / responsible bids will be publicly opened and read aloud.

The paving project at the Household Hazardous Waste Site consists of final shaping aggregate base course, paving hot-mix asphalt pavement, and placing pavement markings as indicated on the plans and in the specifications.

Bidder's attention is called to Article 2 – Instructions to Bidders 3.8 requirements for Statement of Qualifications. Bidder must have a permanent business office within forty (40) miles of FRSA's office at 3501 Kishwaukee Street in Rockford, Illinois.

All demolition, construction, installation and associated Project work shall be completed by September 1, 2024. Liquidated damages shall be \$300.00 per calendar day.

Bid documents may be obtained at a cost of \$50.00 per set (non-refundable) by contacting the FRSA Engineering Department at 815-387-7660.

Plans and specifications may also be viewed at the offices of the Northern Illinois Building Contractors Association at 1111 S. Alpine Rd, Rockford, Illinois. For more information, visit the FRSA website at <u>fourrivers.illinois.gov</u>.

All construction shall be done in accordance with specifications on file with FRSA, including the *General Provisions and Technical Specifications for Sanitary Sewer Construction*, Four Rivers Sanitation Authority (Current Edition).

Each Proposal must be accompanied by the FRSA Bid Bond form with an acceptable Bid Security attached, in the amount of ten percent (10%) of the total bid price. This amount is a guarantee that, if the Proposal is accepted, a Contract will be entered into and its performance properly secured.

The successful bidder will be required to furnish a satisfactory Performance Bond in the full amount of the Bid or Proposal. No Bid shall be withdrawn without FRSA's consent for a period of sixty (60) days after the scheduled closing time for receipt of bids.

FRSA reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive any formalities in any bids, deemed to be in the best interest of FRSA.

Dated this 22nd day of April, 2024.

BY: Timothy S. Hanson, Executive Director

Article 2 — Instructions to Bidders

1 General

1.1 Scope and Intent

This section of the Contract Documents provides detailed information and requirements for preparing bids to prospective bidders, bidders' responsibility, the preparation and the submission of bids, basis for awarding the Contract and other general information concerned with bidding and executing the Contract.

1.2 Contradictions

If in the case of apparent contradictions between or among the Contract Documents, the Contract Documents shall be consulted in the following order: Addenda, Agreement, Supplementary Drawings, Instructions to Bidders, Detailed Specifications, Plans, Four Rivers Sanitation Authority (FRSA) General Provisions and Technical Specifications for Sanitary Sewer Construction. The language in the first such document in which language regarding the conflict, error or discrepancy occurs shall control.

1.3 Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid Meeting for this project will be held on April 30, 2024 at 10:00 a.m. in the FRSA Board Room at 3501 Kishwaukee Street, Rockford, Illinois. All Contractors intending to bid on this project must attend the pre-bid meeting.

2 Legal Requirements

2.1 Illinois Regulations

- A. Public Act 100-1177 (820 ILCS 130/) entitled the "Prevailing Wage Act" requires the Bidder to comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on FRSA projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Bidder is responsible for verifying current information at the State's website.
- B. Public Act 83–1030 (30 ILCS 565/) entitled the "Steel Products Procurement Act" requires that steel products used or supplied in performance of this Contract or subcontract must 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.

- C. Public Act 96-929 (30 ILCS 570/) entitled the "Illinois Workers on Public Works Act" 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 work involved.
- D. Public Act 101-0221 entitled the "Workplace Transparency Act" requires that any party to a contract adopt and promulgate written sexual harassment policies that include, as 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
 - 7. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

Upon request, this information must be provided to the Illinois Department of Human Rights and the FRSA.

- E. With regard to nondiscrimination in employment, the Contractor for this project will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations.
- F. The Contractor for this project must comply with the Occupational Safety and Health Act.
- G. The Contractor for this project must comply with the Federal Drug-Free Workplace Act.
- H. Public Act 96-1416 requires the Certification of Clean Construction and Demolition Debris (CCDD) and uncontaminated soil prior to disposal at a CCDD fill site. The Contractor for this project must comply with Public Act 96-1416 and be responsible for the certifications and any fees associated with the disposal at a CCDD fill site.
 - In the event that contaminated soil is uncovered on the project, the Contractor must notify FRSA immediately. Any extra costs resulting from the presence of contaminated soil must be evaluated in accordance with FRSA General Provisions & Technical Specs for Sanitary Sewer Construction; General Conditions: Article 5

 – Time Provisions and Article 8 – Changes.

2.2 Americans with Disabilities Act

The Contractor for this project will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify Four Rivers Sanitation Authority (FRSA) and their representatives 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 settlement
- C. damages of any kind (including but not limited to actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the Contract.

3 General Instructions

3.1 Bidder's Responsibility

Bidders are cautioned not to submit proposals until having carefully examined the entire site of the proposed work and adjacent premises and the various means of approach and access to the site, and having made all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing and handling the materials at the site, and having informed themselves thoroughly as to all difficulties involved in the completion of all the work under this Contract in accordance with its requirements.

Bidders must examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amount or quantities necessary to complete fully the work in strict compliance with the Contract Documents. The Bidder must satisfy himself by making borings or test pits, or by such methods as he may prefer, as to the character and location of the materials to be encountered or work to be performed. No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

The Contractor is responsible for verifying the location of all existing utilities in the project areas.

The Bidder, therefore, shall satisfy himself by such means as he may deem proper as to the location of all structures that may be encountered in construction of the work.

3.2 Addenda and Interpretations

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois. To be given consideration, such request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by email, fax, or certified mail with acknowledgement of receipt requested, to all prospective bidders, at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or

interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3.3 Laws and Regulations

The prospective bidder is warned that he must comply with all laws of the United States Government, State of Illinois, all ordinances and regulations of FRSA in the performance of the work under this Contract. The Bidder's attention is specifically called to that provision of the General Conditions regarding the rate of wage to be paid on the work.

3.4 Quantities Estimated Only

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

3.5 Form, Preparation, and Presentation of Proposals

For particulars as to the quantity and quality of the supplies, materials and equipment to be furnished, and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents, which may be examined or obtained at the office of FRSA.

Each bid will be submitted upon the prescribed Proposal form. All blank spaces for bid prices must be filled in, in ink, with the unit or total sum or both for which the Proposal is made. If the Proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized Proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the Proposal, the unit price as expressed in figures will govern. In no case is the agreement form to be filled out or signed by the bidder.

Bidders may opt to contact FRSA's Engineering Department at 815.387.7660 to obtain an electronic Proposal form. If used, this form must be attached to the hard copy Proposal form and appropriately signed and executed with the bid.

The bid must be verified and be presented on the prescribed form in a sealed envelope on or before the time and at the place stated in the Advertisement for Bids, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. If forwarded by mail, the sealed envelope containing the Proposal and marked as directed above, must be enclosed in another envelope addressed to Clerk of the Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois, 61109 and be sent preferably by certified mail. FRSA will not accept facsimile generated bids.

3.6 Bid Security

Each Proposal must be accompanied by the FRSA Bid Bond form with an acceptable Bid Security attached, in the amount specified in Article One, Notice to Bidders. This sum is a guarantee that, if the Proposal is accepted, a contract will be entered into and its performance

properly secured. The FRSA's Bid Bond Form included in the bid packet must be used. No other Bid Bond form may be substituted.

Within ten (10) days after the opening of bids, the deposits of all but the three lowest bidders will be returned. The deposits 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 bids. The deposit of the successful bidder will be returned only after he has duly executed the Contract and furnished the required bond and insurance.

3.7 Affidavit of Compliance

Each proposal must be accompanied by an executed Affidavit of Compliance. A separate Affidavit of Compliance form is enclosed with the Proposal packet. Failure to submit an executed Affidavit of Compliance with the Proposal may constitute sufficient cause for rejection of the bid. The bidder shall document no less than three (3) contracts of similar size and scope for paving work within the past five (5) years having equal or greater value to the bid being submitted.

3.8 Statement of Qualifications

Each Proposal must be accompanied by a Statement of Qualifications certifying that the bidder is registered to do business in the State of Illinois, has a permanent business office within forty (40) miles of the FRSA office at 3501 Kishwaukee Street in Rockford, IL, and provides documentation that the bidder possesses the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations. The bidder shall document no less than three (3) hot-mix asphalt patching contracts of similar scope within the past five (5) years having equal or greater value to the bid being submitted. FRSA reserves the right to request additional information, as needed, to evaluate bids prior to making an award.

3.9 Comparison of Proposals

Bids on item contracts will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item, multiplied by the corresponding unit prices and including any lump sum bids on individual items, in accordance with the estimate of quantities set forth in the Proposal form. Bids on lump sum contracts will be considered upon the basis of the lowest sum bid.

3.10 Acceptance of Bids and Basis of Award

The contract will be award, if at all, to the lowest responsive, responsible bidder. No bidder may withdraw his bid after the scheduled closing time for receipt of bids, for at least sixty (60) days. Four Rivers Sanitation Authority also reserves the right to reject any of all bids.

The bidder whose proposal is accepted will be notified of the Notice of Award issued by FRSA Executive Director. Within ten (10) days of issuance of a Notice of Award, the successful bidder shall enter into a written contract for the performance of the Proposal work and shall furnish the required bonds and insurance certificates upon being served such Notice, personally, by mailing, or via email.

If the bidder does not comply with the Notice of Award, FRSA will issue a Deficiency Notice. If the bidder to whom the contract is awarded refuses or neglects to execute it or fails to furnish

the required bond and insurance within five (5) days after receipt by him of Deficiency Notice, the amount of his deposit shall be forfeited and shall be retained by FRSA as liquidated damage and not as a penalty. It being now agreed that said sum is a fair estimate of the amount of damages that FRSA will sustain in case said bidder fails to enter into a contract and furnish the required bond and insurance. No plea of mistake in the bid shall be available to the bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

3.10.1 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 Instruction to Bidders.

3.10.2 Evaluation of Responsibility

To be judged as responsible, the bidder shall:

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

3.11 The Rejection of Bids

FRSA reserves the right to reject any bid if the evidence submitted in the statement of the bidder's qualifications, or if investigation of such bidder fails to satisfy FRSA that such bidder is properly qualified to carry out the obligations and to complete the work contemplated therein. Any or all proposals will be rejected if there is reason to believe that collusion exists among the bidders. Conditional bids will not be accepted. FRSA reserves the right to reject any and all bids and to accept the bid which they deem most favorable to the interest of FRSA after all Proposals have been examined and canvassed.

3.12 Insurance and Bonding

Contractor shall provide all necessary insurance and bonds required to complete the project. No more than ten (10) calendar days subsequent to FRSA's issuance of an award letter, the Contractor shall provide documentation to prove that he has obtained all required insurance and bonds. FRSA shall be the sole judge as to the acceptability of any such proof.

Contractor shall provide and maintain all insurance and bonds as required by FRSA.

3.12.1 General

The Contractor shall ensure that:

- A. All insurance policies shall be specific to the project.
- B. The insurance certificate shall state: This certifies that the insurance coverage meets or exceeds that required for the Household Hazardous Waste Site, Capital Project No. 2217.
- C. FRSA shall be named as Additional Insured in all policies; this shall include the Owners' Contractors' Protective Policy option.
- D. All completed operations coverages and bonds shall remain in force for a period of two (2) years following acceptance of the Project and completed operations shall stay in force for two (2) years following completion of the Project.

3.12.2 Insurance

The Contractor shall, for the duration of the Contract and for two (2) years following project acceptance, maintain the following:

- A. <u>General Liability</u>: \$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. The Contractor shall provide "XCU" coverage.
- B. <u>Automobile Liability</u>: \$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.
- C. 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.
- D. <u>Umbrella</u>: \$2,000,000 per occurrence/aggregate for contracts valued at \$500,000 or over, or \$1,000,000 for contracts below \$500,000. \$10,000 is maximum allowable self-retained limit.
- E. <u>Errors and Omissions</u>: If the Contractor performs professional services, he shall maintain errors and omissions insurance with a limit no lower than \$1,000,000 for the duration of the contract.

The policies shall contain, or be endorsed to contain, the following provisions in the General Liability and Automobile Liability Coverage's:

1. Unless otherwise provided in paragraph "c" of this section, FRSA, 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 Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to FRSA, its officers, officials, employees, volunteers, or agents.

- 2. Unless otherwise provided in paragraph "c" of this section, the Contractor's insurance coverage shall be primary insurance as respects FRSA, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by FRSA, its officers, officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. As an acceptable alternative to provisions "a" and "b" of this section, the Contractor may provide owner's and contractor's protective liability insurance with coverage limits, named insureds, and in conformity with all applicable specifications of this section.
- 4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to FRSA, its officers, officials, employees, volunteers, or agents.
- 5. The 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.
- 6. All Coverages Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to FRSA.

3.12.3 Best's Ratings

FRSA shall be the sole judge of whether or not said insurer's ratios are satisfactory. FRSA 's decision shall be final and FRSA 's bidding procedures contain no appeal provision.

- A. <u>Alphabetical Rating</u>: 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 Contractor. No insurer or surety rated lower than "A-, Excellent" in the current *Best's Key Rating Guide* shall be acceptable to FRSA.
- B. <u>Financial Size Rating</u>: Provided an insurer's alphabetical rating is satisfactory, FRSA will examine said insurer's financial size rating.
 - 1. If <u>Best</u> classifies the insurer XII or larger, said insurer shall be acceptable to FRSA.
 - 2. If <u>Best</u> classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to FRSA's Director of Management Services and/or FRSA's insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the Contractor.

3.12.4 Performance Bond and Labor & Materials Payment Bond Form

The Contractor shall provide a Performance Bond and Labor & Materials Payment Bond form acceptable to FRSA. The performance bond shall be for either 100% of the contract price or for the Contractor's unit price times the estimated number of units, as applicable.

This Request for Bids contains a Performance Bond and a Labor & Material Bond form for the Contractor's use.

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

3.12.5 Correction of Contractor's Insurance or Bond Deficiencies

If FRSA determines that the Contractor's insurance or bond documentation does not conform to these specifications, FRSA shall inform said Contractor of the non-conformity. If said Contractor fails to provide conforming insurance or bond documentation within five (5) calendar days of FRSA's deficiency notice, he shall be in default.

3.12.6 Indemnification Clause

Contractor shall protect, indemnify, hold and save harmless and defend FRSA, 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 Contractor or FRSA, 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 Contractor or subcontractor, whether such loss, damage, injury or liability is contributed to by the negligence of FRSA or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful bidder shall have no liability for damages or the costs incident thereto caused by the sole negligence of FRSA.

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

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

3.13 Tax Exemption

FRSA is exempt, by law, from paying bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from his bid. FRSA's tax exemption number is E9992-3696-06. The bidder shall include all other applicable taxes in his bid price.

Household Hazardous Waste Site Capital Project No. 2217 Bid Doc. No. 24-407

Mandatory Pre-Bid Meeting Tuesday April 30, 2024 at 10:00 a.m.

General

- A. Note attendance; meeting minutes will be provided to those in attendance.
- B. Project description: Work includes final shaping of the aggregate base course, paving hotmix asphalt pavement, pavement striping and painting handicap symbol.

Contract

- A. Bids are due on or before 10:00 a.m. on May 9, 2024, at Four Rivers Sanitation Authority (FRSA) Steve Graceffa Administration Building located at 3501 Kishwaukee Street, Rockford, Illinois, at which time they will be read aloud.
- B. This is a unit price contract. All work necessary to complete the scope items will be considered incidental to the unit prices.
- C. Any interpretation of the plans, specifications, or other contract documents must be submitted in writing no later than May 2, 2024. The last day for addenda issuance will be May 6, 2024.
- D. Please do not forget to acknowledge addenda on page 4 of the proposal.
- E. Statement of Qualifications: The bidder shall document no less than three (3) hot-mix asphalt patching contracts of similar scope within the past five (5) years having equal or greater value to the bid being submitted. FRSA reserves the right to request additional information, as needed, to evaluate bids prior to making an award.
- F. The tentative award date is May 20, 2024.
- G. FRSA will issue a Notice of Award and within 10 days the successful bidder shall enter into a written contract for the performance of the proposal work and shall furnish the required bonds and insurance certificates.
- H. All work associated with the project shall be completed by September 1, 2024. Liquidated damages are \$300.00 per calendar day.
- I. Warranty for all constructed work shall be 1 year.
- J. Contractor to send an acceptable invoice with approval from FRSA's Director of engineering prior to the $10^{\rm th}$ day of the month will be paid on or before the $5^{\rm th}$ day of the succeeding month.

Access

- A. Contractor will be given access to the site off Martin Road.
- B. Work hours will be from 7:30 a.m. to 4:30 p.m. Monday through Friday.
- C. Contractor Staging shall be coordinated with FRSA.

General Construction

- A. All work shall be in accordance with the contract documents as specified.
- B. Contractor is responsible for and repair of property damaged during construction.
- C. Coordination with FRSA is key as other items on this site will be done by others.
 - a. Preliminary schedule anticipates this work being done in August.

Project Site Visit

Questions

Pre-Bid Meeting Attendance Sheet

Project Name: <u>Household Hazardous Waste Site CIP# 2217</u>

| Company | Address | Contact & Email Address | Phone | Fax |
|--------------------|---|--|------------------|----------------|
| FRSA | 3501 Kishwaukee Street, Rockford IL 61109 | Lee Aschim laschim@fourrivers.illinois.gov | (815) 387-7651 | (815) 387-7665 |
| Martin and Company | 2456 & Pleasant Grave Rd II | Kyle Maquality emartincoine. | nd \$15-209-5239 | |
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