

# **Four Rivers Sanitation Authority Rockford, Illinois**

## **Bidding Requirements and Contract Forms**

**for**

## **Switchgear Building Roof Replacement**

**Capital Project No. 2621**

# Four Rivers Sanitation Authority Rockford, Illinois

Bidding Requirements and Contract Forms  
and  
*General Provisions and Technical Specifications*  
for  
*Sanitary Sewer Construction*

for

## Switchgear Building Roof Replacement

Capital Project No. 2621

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# **Section I**

## **Bidding Requirements**

## Article 1 — Notice to Bidders

The Four Rivers Sanitation Authority (FRSA) will receive signed and sealed bids for the Switchgear Building Roof Replacement, Capital Project No. 2621, at the Steve Graceffa Administration Building (Administration Building) at 3501 Kishwaukee Street, Rockford, Illinois until 10:30 a.m. on Tuesday, June 17, 2025, at which time and place responsive / responsible bids will be publicly opened and read aloud.

The Switchgear Building Roof Replacement project consists of the replacement of the existing fastened metal roofing system on the Switchgear Building, located within the FRSA treatment plant, with a standing seam metal roof and all other appurtenances as indicated on the plans and in the specifications. The roof is a simple gable, has a 4:12 slope, and is approximately 2,400 S.F.

Bidder's attention is called to *Section 3.8 of Article 2 – Instructions to Bidders* 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 30, 2025. 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 [fourrivers.illinois.gov](http://fourrivers.illinois.gov).

A non-mandatory pre-bid site visit to view the existing roof will be held on Tuesday, June 10, 2025, at 10:00 a.m. See *Section 1.1.3 of Article 4 – General Conditions and Requirements* for more information.


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 2nd day of June, 2025.

  
BY: Christopher T. Baer, PE, Interim 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.

### 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://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>. 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 "Employment of 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 101-221 (820 ILCS 96/) 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.
1. 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 award of the bid, 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.

### **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) contracts for standing-seam roofing system work 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 by the FRSA Executive Director, 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.
- F. Have satisfactorily completed no less than three (3) standing-seam roofing system contracts within the past five (5) years of equal or greater value to the bid being submitted.

### **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 Switchgear Building Roof Replacement, Capital Project No. 2621.
- 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. 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. The Contractor shall provide "XCU" coverage.
- B. Automobile 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.
- 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. Umbrella: \$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. Errors and Omissions: 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. 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 Contractor. No insurer or surety rated lower than "A-, Excellent" in the current *Best's Key Rating Guide* shall be acceptable to FRSA.
- B. Financial Size Rating: Provided an insurer's alphabetical rating is satisfactory, FRSA will examine said insurer's financial size rating.
  1. If Best classifies the insurer XII or larger, said insurer shall be acceptable to FRSA.
  2. If Best 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.

## Article 3 — Detailed Specifications

### 1 General

This article contains detailed specifications relating to proposal items. The work to be done under each item is discussed along with units for payment and measurement for payment. Proposal items are not necessarily all described herein, nor do the descriptions given necessarily outline all the work to be done under any item. The work shall be performed in compliance with current OSHA standards and applicable building codes.

In the case of apparent contradictions between the building codes, specifications, and manufacturer's written recommendations, requirements shall take precedence in that order.

The Contractor shall transport all waste material removed during construction to an approved dumping area for each particular item at the expense of the Contractor. When the work is halted by rain, the Contractor shall clean up the working areas before leaving the site and ensure that proper building cover is provided.

The Contractor is solely responsible for the location and protection of all utilities.

Contractor shall provide submittals for all items supplied under this contract. Submittal drawings will be reviewed by Four Rivers Sanitation Authority (FRSA) and must be approved prior to delivery of materials to the work site.

The Contractor shall notify FRSA, a minimum of forty-eight (48) hours prior to beginning any work at the site so that an inspector can be present during all construction. The Contractor shall be responsible for securing all bonds, insurance, etc. Any construction not supervised by a FRSA inspector shall not be accepted.

All deficiencies noted by FRSA shall be corrected by the Contractor without cost to FRSA and prior to final payment.

The Contractor shall restore all turf areas to near original contour if damaged. Any damage to pavement, driveways, bituminous surfacing, sod, trees, bushes, structures, etc., not scheduled for removal or replacement shall be repaired or replaced without cost to FRSA.

#### **1.1 Materials and Equipment Warranty**

Suppliers shall be deemed to impliedly warrant that their products and all component materials incorporated into them are suitable and fit the intended use of such products and shall be free from defect in material, workmanship or design, such warranty to run to the benefit of Owner. The foregoing applies whether the product or their component materials are specified in the Contract Documents or are of supplier's design.

#### **1.2 Means, Methods, Techniques and Safety**

FRSA will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incidental thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the

Work. FRSA will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

## 2 Standing Seam Metal Roofing System

### 2.1 General

#### 2.1.1 Standing Seam Metal Roofing System

- A. Remove and haul away existing fastened metal roofing system.
- B. Remove and replace rotten 2" x 4" purlins as necessary.
- C. Provide and install exterior grade APA-Rated 5/8" plywood decking.
- D. Provide and install a complete standing seam metal roofing system with all required components and appurtenances including fascia, soffits, vented ridge caps, trim, and flashings on a 4:12, 2,400 SF simple gable roof.
- E. Provide and install roofing underlayment in accordance with standing seam metal roof manufacturer's written recommendations.
- F. Provide and install ice barrier along roof edges in accordance with manufacturer's written recommendations and per the *Section III - City of Rockford Ice Barrier Detail*.

#### 2.1.2 Qualifications of Installers

- A. Installation contractor shall be approved by the metal roofing system manufacturer and shall employ only workmen skilled and experienced in similar installations of standing seam metal roofs.

#### 2.1.3 Submittals

- A. Product data, shop drawings, samples, shop drawings, calculations, certificates, and all additional submittals shall be submitted to the Owner. Submittals may be e-mailed to Project Engineer Andrew Hess at [ahess@fourrivers.illinois.gov](mailto:ahess@fourrivers.illinois.gov).
- B. Product Data: Two (2) copies of the manufacturer's literature showing application instructions for the specified standing seam metal roof system.
- C. Samples: Full size samples showing full range and texture of manufacturer's standard colors for selection by Owner.
- D. Shop Drawings: Submit shop drawings showing roof plan profiles, details of forming, joining, fascia, soffits, vented ridge caps, trim, and flashings and all other system components and accessories. Show details of weatherproofing at edges, termination and penetrations of metal roofing work.
- E. Calculations: Submit engineering calculations defining cladding loads, allowable clip loads and required number of fasteners to secure the panel clips to the designated substructure. Compute uplift loads on clip fasteners with full recognition of prying forces and eccentric clip loading. Calculate holding



strength of fasteners in accordance with submitted test data provided Fastener manufacturer based on length of embedment and properties of materials. Substructure consists of 2" x 4" purlins, 24" on-center, above 2" x 6" rafters.

F. Certificates: Manufacturer's written approval of installing contractor.

#### 2.1.4 Delivery, Storage, and Handling

- A. Deliver all materials in original unopened packages.
- B. Store all materials on clean, raised platforms, a minimum of four inches (4") above the ground and with weather protective covering when stored outdoors.
- C. Remove damaged or defective materials from the job site.
- D. Follow manufacturer's written recommendations for handling panels paying special attention to handling concerns due to length of panels.

#### 2.1.5 Job Conditions

- A. Protection
  - 1. Avoid traffic on completed work.
  - 2. Repair or replace all work or materials damaged by the roofing operation to the satisfaction of the Owner.

#### 2.1.6 Warranties – Warranties below are to be 100% coverage (no cost to FRSA) regardless of age of roof within coverage period. Coverage is not to be prorated based on age of roof.

- A. Weathertight Warranty: After final acceptance, the roof shall be warranted to be completely weathertight under all weather conditions for a period of twenty (20) years. Leaks which occur during the correction period, whether due to the roofing or accessory equipment or materials, shall be repaired at no cost to, and to the satisfaction of, the Owner.
- B. Coatings Warranty: Twenty (20) years on galvanized/plasticized coating; forty (40) years against cracking and peeling of paint film; thirty (30) years against excessive fading and chalking of paint color.

## 2.2 Products

### 2.2.1 Materials

- A. Standing Seam Metal Roofing System
  - 1. Vertical Leg Structural Standing Seam Roof System as manufactured by Petersen, MBCI, or ACM or an equivalent approved by Owner.
  - 2. Provide Snap-Clad (Petersen), LokSeam (MBCI), or FRSA approved equal Standing Seam Roof System, 24 gauge, with seams at 16" - 18" o.c. and concealed fastenings. Texture to be striated. Rib height is to be 1-1/2" to 1-3/4".

3. Finish: Fluorocarbon paint system with Kynar 500. Color to be dark brown from manufacturer's standard colors with final review and approval by Owner.

## **2.3 Execution**

### **2.3.1 Protection**

- A. The Switchgear Building contains sensitive high-voltage equipment which is constantly in use. The Contractor shall be responsible to protect the electrical gear and equipment from any damage, leaking water, moisture, dust, or other materials during the roof replacement. Any problems, questions, or coordination issues within the building should be immediately directed to the Owner.

### **2.3.2 Access**

- A. During construction, Contractor will be allowed access to project site through Gate 9 on the FRSA Plant campus. Refer to *FRSA Plant Map* in *Section III*.

### **2.3.3 Removal and Inspection**

- A. Remove existing fastened metal roofing system including all appurtenances necessary to replace with standing seam metal roof. The Contractor may use FRSA scrap metal dumpster to dispose of existing metal roof if desired. Refer to *FRSA Plant Map* in *Section III*.
- B. Inspect all surfaces and report to the Owner all conditions that could adversely affect the correct installation, normal life span, and/or warranty.
- C. Replace purlins with 2" x 4" lumber if necessary as directed by Owner.

### **2.3.4 Installation**

- A. Install exterior grade APA-Rated 5/8" thick plywood decking. No plywood decking is currently present under the existing fastened metal roofing system. Seal plywood panel joints in accordance with manufacturer's written recommendations.
- B. Install ice barrier along all roof edges per included detail from City of Rockford residential detail. The self-adhering polymer modified bitumen sheet option shall be used (as is shown by the double cemented felt option being crossed out).
- C. Install standing seam metal roofing including new underlayment in accordance with manufacturer's written recommendations and specifications. Install all required components and appurtenances including fascia, soffits, vented ridge caps, trim, and flashings.
- D. Installation shall include sealing all trim and necessary edges using butyl tape and approved sealant or caulk, and following all other manufacturer's written recommendations.

#### 2.3.5 Adjust and Clean

- A. Thoroughly inspect all completed work. Roof shall be leak tested with a garden hose stream prior to acceptance. Repair and/or replace all leaking, damaged, and/or non-conforming work to the satisfaction of the Owner.
- B. After completion of construction, all soiled surfaces shall be cleaned in accordance with the manufacturer's written recommendations. The entire project site should be cleaned by removing all nails, screws, hardware, and other debris, etc. resulting from work under this contract. All roadways shall be kept free and clear of all mud and construction debris.

#### **2.4 Payment**

Payment for Remove and Replace 2" x 4" Purlin (contingency) shall be made at the unit price bid per length foot for Remove and Replace 2" x 4" Purlin (contingency) as directed by Owner.

Remaining contract payment shall be Lump Sum for Standing Seam Metal Roofing System including roof, plywood decking, underlayment, icebarriers, and all appurtenances (except purlins) to install a metal standing seam roof as described.

All contract costs are to be included in these two (2) pay items as described. No other contract costs will be paid for separately.

### **3 Permit Requirements**

#### **3.1 General**

No building permit will be required from the City of Rockford as this is maintenance work done within the FRSA Plant campus.

## Article 4 — General Conditions and Requirements

### 1 General

#### 1.1 Section Includes:

- A. Description of Work, Contractor, Engineer, and Owner
- B. Non-Mandatory Pre-Bid Site Visit at Switchgear Building
- C. Contractor Use of Site
- D. Work Sequence
- E. Field Verification of All Measurements

#### 1.2 Description of Work, Contractor, Engineer, and Owner

- A. Work on the Project will be under a single prime contract administered by a single prime Contractor. The “Owner” shall mean Four Rivers Sanitation Authority. In this contract, “Four Rivers Sanitation Authority” is synonymous with “FRSA,” “Engineer,” and “Owner.”
- B. When completed, this project will provide the Owner with a concealed fastener standing seam metal roofing system replacing the existing fastened metal roofing system on the Switchgear Building roof within the FRSA Plant campus.
- C. The Contractor is advised that the Switchgear Building contains high-voltage equipment in constant use. All necessary precautionary and safety measures should be strictly enforced.
- D. To determine the full scope of the Project, refer to *Article 3 – Detailed Specifications* and the complete Contract Document.

#### 1.3 Non-Mandatory Pre-Bid Site Visit at Switchgear Building

- A. Prospective Bidders shall meet in the Administration Building parking lot at 10:00 am., and travel from there to the Switchgear Building on Tuesday, June 10, 2025 at 10:00 a.m. Project Engineer Andrew Hess can be reached at (815) 298-3110.
- B. Pre-bid visit will allow prospective Bidders to look at existing fastened metal roofing system, purlins, access, etc. The Contractor will be allowed to take measurements. No ladders will be provided by FRSA and all risks taken by the prospective Bidders will be their own.
- C. Attendance is not required to place a bid, but any prospective Bidders interested in seeing the building are encouraged to attend.

#### 1.4 Contractor Use of Site

- A. The Contractor shall confine operations to the immediate general vicinity as may be necessary to complete the specified work.
- B. The Contractor shall coordinate construction operations with the Owner to minimize disruption to FRSA.
- C. The Contractor shall assume full responsibility for protection and safekeeping of material and products stored on or off premises.

- D. The Contractor shall relocate any stored material or products which interfere with FRSA Plant operations or the operations of other Contractors.

### **1.5 Work Sequence**

- A. The Contractor is required to determine their own method of construction and detailed work sequence, within the terms of the Contract, so long as the constraints defined in *Section 2 – Schedule and Sequence of Operations*, are observed and the overall project is completed within the allotted time.

### **1.6 Field Verification of All Measurements**

- A. The Contractor shall be solely responsible for obtaining all measurements needed to ensure the proper construction of the proposed system. The Contractor shall be responsible for determining the necessary means for attachment around at edges, fascia, soffits, vented ridge caps, trim, flashings, etc. The Contractor shall notify the Owner immediately if any conditions will prevent the complete installation to be in accordance with the manufacturer's written recommendations.

## **2 Schedule and Sequence of Operations**

### **2.1 General**

#### **2.1.1 Section Includes:**

- A. Progress of the Work
- B. Sequences and Constraints
- C. Preconstruction Conference
- D. Overall Construction Schedule
- E. Project and Progress Review Meetings
- F. Delays and Recovery

### **2.2 Progress of the Work**

- A. General: The work shall be performed at such times, in such parts of the project, and with such labor, materials and equipment to prevent any delay to the completion of the project within the time limits stated, and in accordance with the sequences and constraints specified herein.
- B. Work Hours:
1. The "regular hours" that the Contractor may work are 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, for work inside the FRSA Plant campus.
  2. The Contractor may, with written approval from the Owner and at the Contractor's own expense, carry on work outside regular hours. To obtain Owner consideration of work outside the above-mentioned hours, or on Saturdays, Sundays or holidays, the contractor shall submit a written request, with reasons, to the Owner and shall allow 48 hours for written approval and satisfactory arrangements to be made for observing the work in progress.

3. For work within the FRSA Plant campus, all issues relating to timing and access must be cleared with the Owner. Access to the Switchgear Building through Gate 9 on the FRSA Plant campus will be allowed for the project duration. Otherwise, Contractor traffic will need to be coordinated with the Guard in the shack at the FRSA Plant entrance for traffic in and out of the main gate.
4. The Contractor shall comply with all applicable FRSA requirements. Should the Contractor fail to follow the applicable FRSA requirements, the Owner will have discretion to suspend work on the job until the problem is rectified. These days of suspended work would count in days of liquidated damages should the project not be completed on time. See *Section 2.7 Delays and Recovery*.

### **2.3 Sequence and Constraints**

- A. The Contractor shall plan, schedule and coordinate their work to minimize the amount of time existing facilities are disrupted due to construction. Coordination with FRSA operating staff shall be done through the Owner. The Contractor shall be responsible for scheduling their work per the sequences and constraints specified herein.

### **2.4 Preconstruction Conference**

- A. Before beginning the work and after the Contract has been awarded, the Owner will conduct a Preconstruction Conference to discuss construction schedules, procedures, the Contractor's use of the site and existing facilities, Owner's regulations, and other matters deemed relevant to the effective performance of the work.
- B. The conference shall be attended by:
  1. Contractor's Authorized Representative.
  2. Contractor's General Superintendent.
  3. Subcontractor's or supplier's representatives whom the Contractor may invite or the Owner may request.
  4. The Owner.

### **2.5 Overall Construction Schedule**

- A. The overall schedule shall begin with the date the Owner issues the Notice to Proceed and conclude with the date of Final Completion of the Contract. Failure to submit a project schedule will be considered cause for withholding of any partial payments otherwise due under the Contract in accordance with *Agreement - Part 7*.

### **2.6 Project and Progress Review Meetings**

- A. The Contractor shall hold weekly project meetings, or more frequently if necessary, for the purpose of discussing and resolving matters concerning the various elements of the work and for coordination of schedules and work sequencing.

- B. The time and place for the meetings will be as directed by the Owner. The Contractor's Authorized Representative and Superintendent shall attend all meetings. The Owner will direct whether any subcontractors are required to attend, and the Contractor shall comply with these attendance requirements and shall also require, if necessary, his/her subcontractors to attend.
- C. Prior to the project meeting, the Contractor shall assemble all necessary information that reflects the progress of work to date. If requested by the Owner, the Contractor shall provide an updated Schedule for review at the meeting. The Schedule shall include the following information:
  - 1. Activities started and/or completed during the previous period: start dates, completion dates, and duration.
  - 2. Activities begun but not yet completed: percentage complete to date, remaining duration of the work, and the estimated completion date.
  - 3. Activities not yet started: revised durations, estimated start dates, and estimated completion dates as necessary.
  - 4. Authorized modification orders: authorized modification orders and revised durations where required.

## **2.7 Delays and Recovery**

- A. If it becomes evident the work will not be completed by the contract completion date, the Contractor shall submit to the Owner a revised schedule outlining the additional amount of time needed to expedite completion of the remaining work. The Contractor shall be liable for liquidated damages for all unjustifiable delays per the terms of the contract.
- B. Once the Contractor starts on any part of the work which could potentially impact the safe and normal operation of various Owner facilities, they shall diligently and expeditiously prosecute such work until such time that the potential for deleterious impact is avoided.
- C. Whenever it becomes apparent from the current progress of construction that the interface completion dates and/or contract completion dates will not be met, the Contractor shall take some the following actions:
  - 1. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work.
  - 2. Increase the number of working hours per shift, shifts per work day, work days per week, or the amount of construction equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work.
  - 3. Reschedule work items to achieve concurrency of accomplishment.
- D. The addition of equipment or construction forces, increasing the working hours or any other method, manner or procedure needed to make up for time lost due to avoidable delays shall not be considered justification for a Change Order or regarded as an acceleration order.

### **3 Site Preparation and Salvage**

#### **3.1 General**

##### **3.1.1 Section includes**

- A. This Section covers the work necessary for, but not limited to, the following items as specified in the contract.
  - 1. Preparation
  - 2. Responsibility
  - 3. Project Conditions
  - 4. Safety Requirements, Permits, Insurance, Inspection
  - 5. Existing Conditions

##### **3.1.2 Preparation**

- A. Preconstruction Videotaping: The Owner will conduct videotaping of the site and all existing appurtenances prior to construction.
- B. Site preparation and removal work includes, but is not limited to, the following items as specified for the contract.
  - 1. Cutting, moving, or removal of items as necessary to allow alterations and new Work to proceed.
  - 2. Removal of abandoned or replaced items.
  - 3. Salvage of material and equipment as requested by Owner.

##### **3.1.3 Responsibility**

- A. The Contractor shall be responsible for determination of the full extent and nature of the work involved in any disconnection and removing of existing materials by conducting a thorough inspection of the project during the non-mandatory pre-bid site visit prior to submitting a bid. Failure to do this shall not relieve the Contractor of responsibility to complete his/her work for the bid price submitted.
- B. The Contractor shall be responsible for the repairs and associated costs in connection with damage resulting from work under this Section.

##### **3.1.4 Project Conditions**

- A. Conduct site preparation work to minimize interference with other work in vicinity.
- B. Include elements designed, furnished and installed by the Contractor for stability and safety during construction not implicitly or explicitly discussed in contract.

##### **3.1.5 Safety Requirements, Permits, Insurance, Inspection**

- A. The Contractor shall take measures to fully ensure the safety and protection of all workers and personnel on the premises. The Switchgear Building contains high-voltage equipment in constant use.
- B. Notify the Owner prior to any activities associated with the work under this Section which may affect safety of personnel on the premises.



- C. All work shall be done in conformance with the rules and regulations pertaining to safety established by OSHA, the *Illinois Administrative Code*, *NFPA 70E* (latest edition) and all local codes and requirements.
- D. Maintain protected egress and access to the Work.
- E. Maintain clean, uncluttered work area. Collect and dispose of debris at an off-site location periodically to ensure safety of personnel during preparation work.
- F. Procure and pay for all bonds and insurances described in *Article 2 - Instructions to Bidders* of the contract. The Contractor is responsible to provide the written approval of the standing seam metal roofing system manufacturer stating that the Contractor is an approved installer for their standing seam metal roofing system. The Contractor is not responsible for any other licenses, approvals, certificates (other than warranties) and authorizations necessary for the prosecution and completion of the roofing work. No building permit will be required from the City of Rockford as this is maintenance work done within the FRSA Plant campus.
- G. Promptly notify the Owner when work is ready for inspection and perform all work required to remove any violations or to comply with inspections, without additional charge to the Owner.
- H. Perform all site preparation work in accordance with the applicable requirements of *Safety Requirements for Demolition, American National Standard A10.6*.

### 3.1.6 Existing Conditions

#### A. General

1. The Switchgear Building contains sensitive high-voltage equipment which is constantly in use. The Contractor shall be responsible to protect the electrical gear and equipment from any damage, leaking water, moisture, dust, or other materials during the roof replacement. Any problems, questions, or coordination issues within the building should be immediately directed to the Owner.
2. Some existing conditions may not be shown. Bidders are advised to carefully inspect the existing site before preparing their proposals. The removal of minor obstructions encountered that are not shown on the drawings, but could have been foreseen by visual inspection of the site prior to bidding, shall be anticipated and accomplished without a cost adjustment to the contract, even though not shown or specifically mentioned.

## 3.2 Products

### 3.2.1 General

- A. The Contractor shall provide all materials and equipment in suitable and adequate quantities as required to accomplish the work shown, specified herein, and as required to complete the project. Hoses, ladders, and other tools or equipment belonging to the Owner shall not be used to accomplish this work, unless prior explicit permission is obtained from the Owner.
- B. If Owner's tools or equipment obstruct the work, Contractor shall notify the Owner and request that the Owner temporarily relocate such items until such time

as work has been accomplished.

- C. All tools, materials and equipment shall be clearly labeled with the name of the Contractor. Containers of materials and equipment shall also include labeling indicating contents.

### 3.2.2 Repair of Damage

- A. Material for repair of facilities damaged and disturbed during site preparation work shall be equal to that existing prior to the start of the work.

## 3.3 Execution

### 3.3.1 General

- A. Operations shall be done in such manner as to avoid hazards to persons and property and interference with the use of adjacent areas or interruption of free passage to and from such areas. Care shall also be taken to prevent the spread of dust and flying particles.
- B. Take precautions as necessary to prevent any damage to existing building elements which are to remain and promptly repair any such damage resulting from such operations.
- C. Cease operations and notify the Owner immediately if adjacent appurtenances appear to be endangered in any way. Do not resume operations until corrective measures have been taken.
- D. Debris shall not be allowed to accumulate. Excess debris and waste material shall be removed from the site daily as the work progresses.

### 3.3.2 Site Preparation Requirements

- A. Perform work so as not to interfere with normal FRSA Plant operations unless suitable alternative operation methods are in place and have been approved by the Owner.
- B. Perform work so as not to interfere with the work of other contracts in vicinity.
- C. Contractor shall inform the Owner at least three (3) days prior to any work. Contractor shall obtain consent from the Owner to proceed with the demolition work. Work shall continue from commencement to completion.
- D. Work equipment shall be selected and operated such that structures, utilities, and other existing works that are to remain will not be damaged and cause injury to workers.

### 3.3.3 Protection of Property

- A. Provide, erect and maintain temporary barriers and barricades, as required, around the demolition work area to prevent the personnel from entering the work vicinity.
- B. The Contractor shall protect the existing building and property in the vicinity of the work from damage. The Contractor shall provide bracing and shoring as necessary. The Contractor shall also protect items which are not a part of the proposed work.

- C. The Contractor shall protect existing property, roads, walks, equipment, or vehicles, and other potentially impacted items, which are not a part of the proposed work, which may be in the vicinity of the proposed work.
- D. Perform Work with trades qualified to perform Work in manner causing least damage to each type of Work.
- E. Dust, dirt, and debris shall be controlled to protect existing equipment and operations from shutdown.
- F. Give special attention to fire protection in areas where welding will be performed. Flame cutting shall not be permitted without special approval by the Owner. Protect combustible materials. Provide dry chemical extinguisher and train workers in their use.
- G. Maintain in service and protect from damage and leakage, all existing utilities that are not being removed or replaced.

#### 3.3.4 Restoration

- A. Existing structures and surfaces which are damaged during the course of the work shall be restored to the condition that existed prior to the commencement of the work, to the Owner's satisfaction.
- B. Restoration shall be done with new materials and appropriate methods as specified for new work of similar nature; or, if not specified, best recommended practice of manufacturer or appropriate trade association and industry standards.
- C. After preparation work, restore all remaining surfaces to a condition acceptable for the installation of new work as governed by the Specifications for new material.
- D. All disturbed turf areas must be re-topsoiled with pulverized topsoil, fertilized, seeded, and blanketed.

#### 3.3.5 Disposal of Removed Materials and Debris

- A. Where existing materials and debris are to be removed, Contractor shall be responsible for removal and disposal. Disposal shall be in accordance with all applicable codes and regulations. The Contractor may use the FRSA scrap metal dumpster to dispose of existing metal roof if desired. Refer to *Section III – FRSA Plant Site Map*.
- B. Remove materials from the site as work progresses. Leave areas in clean condition upon completion of the work. Remove all temporary work.

#### 3.3.6 Cleaning

- A. Perform periodic cleaning and final cleaning to Owner's satisfaction.
  - 1. Clean Owner-occupied areas daily.
  - 2. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
- B. At completion of alteration and Work in area, provide final cleaning and return space to condition suitable for use by Owner.

## **4 Temporary Utilities**

### **4.1 General**

#### **4.1.1 Section Includes**

- A. Temporary Electricity
- B. Temporary Sanitary Facilities

### **4.2 Temporary Electricity**

- A. All temporary electricity shall be from Contractor-provided generators.

### **4.3 Temporary Sanitary Facilities**

- A. Provide and maintain required facilities on an appropriate schedule.
- B. Contractor shall provide sanitary facilities for use by all Contractor's employees.

## **5 Access and Parking Areas**

### **5.1 General**

#### **5.1.1 Section Includes**

- A. Access and Parking
- B. Existing Pavements and Parking Areas

#### **5.1.2 Coordination**

- A. Temporary access and parking availability to be coordinated with the Owner to avoid conflict with access and parking needs of Owner.

### **5.2 Execution**

#### **5.2.1 Access and Parking**

- A. Shall be in Owner-designated locations.
- B. Coordinate with the Owner any construction that will impede access for deliveries, trash removal, or other similar activities.

#### **5.2.2 Existing Pavements and Parking Areas**

- A. Parking must be on the side of the road south of the Switchgear Building. If additional parking is required, the side of the road west of the Switchgear Building may be used, however, parked vehicles shall not interfere with roadway traffic.

## **6 Material and Equipment**

### **6.1 General**

#### **6.1.1 Section Includes**

- A. Product
- B. Transportation and Handling
- C. Storage and Protection

### **6.2 Products**

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. All materials, equipment, and systems incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, unless noted otherwise.
- D. Furnish new products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- E. Components required to be supplied in quantity within a Specification section shall be the same and shall be interchangeable.

### **6.3 Transportation and Handling**

- A. Transport and handle Products in accordance with manufacturer's instructions and by methods to avoid product damage.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.
- D. The Owner will not accept delivery of any equipment or materials.

### **6.4 Storage and Protection**

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to

verify Products are undamaged and are maintained in acceptable condition.

- I. Materials delivered for and equipment used by the Contractor are to be neatly and compactly placed at approved locations along or near the site in such a manner as to cause the least inconvenience to the Owner and ensure the safety of personnel.
- J. Storage areas shall be identified by the Contractor at the Pre-Construction Conference.
- K. Materials or equipment shall not impede access to any hydrant, valve, walkway or access drive.

Not to be used for bidding purposes

**Section II**  
**Contract Forms**

# Proposal

**Project:** Switchgear Building Roof Replacement, Capital Project No. 2621

**Location:** 3501 Kishwaukee Street, Rockford, Illinois

**Completion Date:** September 30, 2025

**Liquidated Damages:** \$300/calendar day

**To:** Board of Trustees  
Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

**From:** \_\_\_\_\_  
(Individual, Partnership or Corporation, as case may be)

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

I (We), the undersigned, hereby propose to furnish all materials, equipment, tools, services, labor, and whatever else may be required to construct and place in service the above subject Sanitary Sewer for Four Rivers Sanitation Authority all in accordance with the plans and specifications, provided by Four Rivers Sanitation Authority (FRSA). The undersigned also affirms and declares:

1. That I (we), have, examined and am (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.
2. That I (we), have carefully examined the site of the work, and that, from my (our) investigation, has satisfied myself (ourselves) as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, effect the work or its performance.
3. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that I (we) are not barred from bidding as a result of a bid-rigging or bid-rotating conviction.



4. That accompanying the Proposal is a Bidder's Bond in the amount specified in Article 1, Notice to Bidders, payable to the Board of Trustees of Four Rivers Sanitation Authority, which it is agreed, shall be retained as liquidated damages by said Four Rivers Sanitation Authority if the undersigned fails to execute the Contract in conformity with the contract documents incorporated in the contract documents and furnish bond as specified, within ten (10) days after notification of the award of the contract to the undersigned.
5. The Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
6. The Bidder is not in arrears to Four Rivers Sanitation Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to Four Rivers Sanitation Authority.
7. No officer or employee or person whose salary is payable in whole or in part by FRSA is, shall be or become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the work to which it is relates, or in any portion of the profits thereof.
8. The Bidder which I represent complies with all applicable requirements of the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Act (OSHA) and that if said bidder is awarded a contract, it will complete all OSHA-required or ADA-required employee and customer training, will make available all required information, and will hold harmless and indemnify FRSA and FRSA's representatives.  
  
In regard to participation in an approved Apprenticeship program, upon request, Contractor will be required to provide written proof of participation.
9. The undersigned, as Bidder, declares that he has adopted and promulgated written sexual harassment policies in accordance with Public Act 99-093 and will make this information available upon request.
10. The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Four Rivers Sanitation Authority) to submit certified payroll reports via the State's Certified Transcript of Payroll Portal found at:  
  
<https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>
11. The undersigned, as Bidder, declares he will comply with the Federal Drug Free Workplace Act.
12. The undersigned, as Bidder, declares he will comply with Public Act 83-1030 entitled "Steel Products Procurement Act".
13. The undersigned, as Bidder, declares he will comply with Public Act 96-929 (30 ILCS 570) regarding Illinois residents' employment.

14. The undersigned, as Bidder, declares he will comply with non-discrimination in employment in accordance with the Illinois Fair Employment Practices Commissions Rules & Regulations.
15. The undersigned, as Bidder, declares that he currently participates in an apprenticeship or training program that is registered with the United States Department of Labor's Bureau of Apprenticeship and Training or other acceptable State of Illinois Department of Labor monitored program.

In submitting this bid, it is understood that the right is reserved by Four Rivers Sanitation Authority to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

The undersigned further declares that he (they) has (have) carefully examined the following items of work and that the cost of all the work to complete this project is given in this Proposal.

Not to be used for bidding purposes

Item No.	Quantity	Unit	Description	Unit Price (In Writing)	Unit Price (In Figures)	Total Price (In Figures)
1	1	LS	Standing Seam Metal Roofing System			
2	100	LF	Remove and Replace 2" x 4" Purlin (Contingency)			
TOTAL BID PRICE:						
				(In Writing)		(In Figures)

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

\_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# Fair Employment Practices Affidavit of Compliance

Project: Switchgear Building Roof Replacement, Capital Project No. 2621

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

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

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

\_\_\_\_\_  
Signature

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

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

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, 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 (FRSA) of Winnebago County, Illinois, in the full and just sum of: **TEN PERCENT (10%) OF THE TOTAL BID PRICE** good lawful money of the United States of America, to be paid upon demand of the FRSA, 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 FRSA, a proposal for the Switchgear Building Roof Replacement project consisting of the replacement of the existing fastened metal roofing system on the Switchgear Building, located within the FRSA treatment plant, with a standing seam metal roof and all other appurtenances as indicated on the plans and in the specifications. The roof is a simple gable, has a 4:12 slope, and is approximately 2,400 S.F.

WHEREAS, the Principal desires to file this bond, in accordance with law, to accompany this Proposal.

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

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

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

(Seal)

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
**Secretary**

**Surety**

(Seal)

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Agreement

### 1. General

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the Four Rivers Sanitation Authority (FRSA), Rockford, Illinois, acting by and through the Board of Trustees, and \_\_\_\_\_, his/their executors, administrators, successors or assigns:

### 2. Scope of Work

WITNESSETH: That for and in consideration of the payments and agreements made in the Proposal attached hereto, to be made and performed by FRSA and according to the terms expressed in the Bond referring to these presents, the Contractor agrees with FRSA at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of FRSA and its representative.

And it is also understood and agreed that the Bidding Requirements, Detailed Specifications, Contract Forms, General Conditions, General Requirements, Technical Specifications, Plans, Addenda, and 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.

### 3. Contract Price

FRSA 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 \_\_\_\_\_ and \_\_\_\_\_ 00/100 (\$\_\_\_\_\_).

Payments are to be made to the Contractor in accordance with and subject to the provisions of Section 7 of this Agreement, which is a part of this Contract.

### 4. Bond

The Contractor has entered into and herewith tenders a bond of even date herewith, in the penal sum of \_\_\_\_\_ and 00/100 (\$\_\_\_\_\_) to insure the faithful performance of this Contract, which said bond is hereby made a part of this Contract by reference.

### 5. Maintenance and Guarantee

The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to FRSA all work for a period three years from the date of final acceptance of the Contract for trench settlement and for a period of two years all other work, except where periods of maintenance and guarantee are provided for. The Contractor shall, for this period, indemnify and save harmless the FRSA, its officers and agents from any injury done to property or persons as a direct or alleged result of

imperfections in the Contractors' work, and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by FRSA, the FRSA shall have the right to have the work done by others and to call on the Contractor and his bondsman to pay the costs thereof.

## **6. Contract Execution**

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the entire improvement shall be done in a thorough and workmanlike manner, under the direction and to the satisfaction of FRSA and in full compliance with all the requirements of its representative under them. All loss or damage arising out of the nature of the work to be done, or from any detention of unforeseen obstruction or difficulty which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

The Contractor will be held responsible for all accidents, and hereby agrees to indemnify and protect FRSA from all suits, claims, and actions brought against it, and all cost, and damages which FRSA may be put to by reason of an injury or alleged injury, to the person or property of another in the execution of this contract, or the performance of the work, or in guarding the same, or for any material used in its prosecution or in its construction.

Any person employed on the work who shall refuse or neglect to obey the directions of FRSA or its representative, or who shall be deemed by FRSA to be incompetent, or who shall be guilty of any disorderly conduct, or who shall commit any trespass on any public or private property in the vicinity of the work, shall at once be removed from the work by the Contractor when so requested by FRSA.

Any request to extend the contract completion date must be considered by the Board at the Board meeting prior to the then-existing contract termination date. Any deviation from this action will result in the liquidated damage clause in the contract to be exercised.

## **7. Payments to Contractor**

FRSA hereby covenants and agrees, in consideration of the covenants and agreements in this Contract, specified to be kept and performed by the Contractor and subject to the conditions herein contained, and if FRSA receives an acceptable invoice prior to the tenth day of the month and receives approval of the work by the FRSA's Director of Engineering, FRSA shall issue payment before the fifth day of the succeeding month. If FRSA receives an acceptable invoice on or after the tenth day of the month, FRSA shall issue payment before the fifth day of the second succeeding month.

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



## 8. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted without the express consent of FRSA, to be entered in the records, and in no case shall consent relieve the Contractor from the obligation herein entered into, or change the terms of this Agreement.

## 9. 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.

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

The Contractor shall pay not less than the prevailing wage rate as determined by the Department of Labor, to all laborers, workmen and mechanics performing work under this Contract. Contractor shall comply with current revisions of the wage standards; as required by law. The Contractor shall be responsible for verifying the prevailing wages each month and notifying all subcontractors of the appropriate monthly rates. 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://labor.illinois.gov/laws-rules/commed/certifiedtranscriptofpayroll.html>. The Contractor is responsible for verifying current website.

In regard to nondiscrimination in employment, Contractor will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations as provided herein.

The Contractor shall comply with the American Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify 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, and;
- (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.

Contractor shall also comply with Public Act 101-0221, which requires any party to a contract to adopt and enforce a written policy regarding sexual harassment that includes, as a minimum, the following information:

- (a) the illegality of sexual harassment
- (b) the definition of sexual harassment under Illinois State law;
- (c) a description of sexual harassment, utilizing examples;
- (d) my (our) organization's internal complaint process including penalties;
- (e) through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
- (f) directions on how to contact the Department and the Commission; and
- (g) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Upon request this information will be provided to the Illinois Department of Human Rights. Upon FRSA award of a contract, FRSA will be provided this information described no more than ten working days after FRSA issues its award notification.

The Contractor shall comply with Public Act 96-929 (30 ILCS 570) which 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.

The Contractor shall comply with all rules and regulations of OSHA during the execution of this Contract.

The Contractor shall comply with the Federal Drug Free Workplace Act.

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.

The Contractor shall comply with Public Act 96-1416 regarding the disposal of CCDD and uncontaminated soil at CCDD fill sites as explained in the Instructions to Bidders.

## **10. Time**

Work under this Agreement shall be commenced upon written Notice to Proceed. The completion date for this project shall be September 30, 2025.

## **11. Liquidated Damages**

The amount of liquidated damages shall be \$300.00 per calendar day.

## **12. 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.

**13. Seals**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

(Seal)

Four Rivers Sanitation Authority  
Winnebago County, Illinois

By \_\_\_\_\_  
President, Board of Trustees

ATTEST: \_\_\_\_\_  
Clerk of the Board

Contractor

(Corporate Seal)

By \_\_\_\_\_  
Contractor's Officer

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## Labor & Material Payment Bond

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 Obligee, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_

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

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_ Entered into a Contract with Obligee for \_\_\_\_\_ in accordance with contract documents prepared by the 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 Obligee liable to any subcontractor, material man or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business

within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor for the 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 Oblige 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 Oblige 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 Oblige relative to claims made against this Bond.

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

**CONTRACTOR**

**SURETY**

\_\_\_\_\_  
Contractor Firm Name

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Printed Name

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

ATTEST:

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

## Performance Bond

**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 thereunder 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.

**CONTRACTOR**

**SURETY**

\_\_\_\_\_  
Contractor Firm Name

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Printed Name

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

ATTEST:

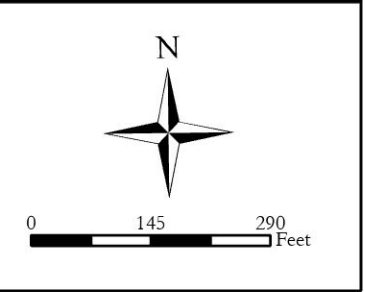
\_\_\_\_\_  
Corporate Secretary (Corporations only)

**Section III**  
**Attachments**





# FRSA Plant Site Map





## Building Photos



Switchgear Building Exterior Looking Southwest



Switchgear Building Exterior Looking Northwest





Switchgear Building Rafter and Purlin Substructure



Switchgear Building Vented Roof Cap

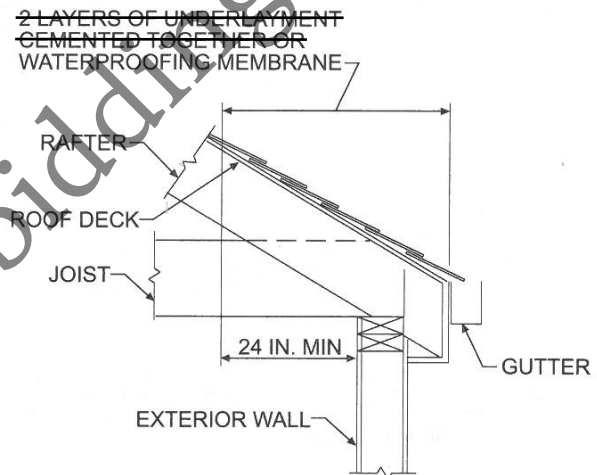
May 1, 2018

**RE: Clarification of requirement for Ice Barrier for Residential Reroofing Projects**

The City of Rockford is currently under the 2015 International Residential Code with local amendments. The City of Rockford requires Ice Barrier for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate type shingles, wood shingles, and wood shakes in accordance with the 2015 International Residential Code Sections R905.1.2, R905.2.7, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1 in one or any combination of the following instances:

1. Where there is evidence of damage due to ice forming along eaves from water backup;
2. When upon tear off, there was ice barrier installed previously;
3. When required by the roofing manufacturer's installation instructions and specifications.

Ice Barrier is that which consists of ~~two layers of underlayment cemented together or~~ of a self-adhering polymer modified bitumen sheet installed in lieu of normal underlayment and extends from the lowest edge of roof surfaces to a point at least 24 inches (on a horizontal line) inside the exterior wall line of the building.



If any further information is required please contact me at (779) 348-7433 or by e-mail at [Nelson.Sjostrom@RockfordIL.gov](mailto:Nelson.Sjostrom@RockfordIL.gov)

Respectfully,

Nelson Sjostrom, Building Code Official  
Manager of Construction & Development Services  
**Community & Economic Development Department**

## **Section IV**

# **General Provisions & Technical Specifications for Sanitary Sewer Construction**

(Separate document incorporated by reference)