Four Rivers Sanitation Authority
Rockford, Illinois

Bidding Requirements and Contract Forms
for

Perimeter Fencing

Capital Project No. 2739

Not to be used for bidding purposes

Four Rivers Sanitation Authority
Rockford, Illinois

Bidding Requirements and Contract Forms

and

General Provisions and Technical Specifications

for Sanitary Sewer Construction

for

Perimeter Fencing

Capital Project No. 2739

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Section I

Bidding Requirements

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Article 1 — Notice to Bidders

The Four Rivers Sanitation Authority (FRSA) will receive signed and sealed bids for the Perimeter Fencing, Capital Project No. 2739, at the Steve Graceffa Administration Building (Administration Building) at 3501 Kishwaukee Street, Rockford, Illinois until 10:00 a.m. on Tuesday, November 17, 2026 at which time and place responsive / responsible bids will be publicly opened and read aloud.

The Perimeter Fencing, Capital Project No. 2739, consists of installing approximately 1,532 feet of chain link fence and gates in two locations on the Four Rivers Sanitation Authority property and all other appurtenances indicated on the plans and in the specifications.

Bidder's attention is called to Article 2 – Instructions to Bidders, Section 3.7 and 3.8. Pursuant to Section 3.7, each proposal must be accompanied by fully executed copies of the Fair Employment Practices Affidavit and the Affidavit of Compliance: Responsible Bidder Ordinance. Pursuant to Section 3.8 requirements for Statement of Qualifications, Bidder must have a permanent business office within forty (40) miles of FRSA's office at 3501 Kishwaukee Street in Rockford, Illinois.

All demolition, construction, installation and associated Project work shall be completed by April 30, 2027. 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.

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 28 TH day of OCTOBER, 2026.

BY: Christopher T. Baer, PE, Executive Director

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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.

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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.

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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

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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 fully executed original copies of the Fair Employment Practices Affidavit of Compliance and the Affidavit of Compliance: Responsible Bidder Ordinance, both of which are enclosed with the Proposal packet. Failure to submit executed original copies of both affidavits with the Proposal may constitute sufficient cause for rejection of the bid.

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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 five (5) fence installation contracts 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 awarded, 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;

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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. Compliance with apprenticeship training participation as required in Four Rivers Sanitation Authority Ordinance No. 25 26 M 18

G. Have satisfactorily completed no less than five (5) fence installation 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 Perimeter Fencing, Capital Project No. 2739.

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

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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. Builder's Risk (Course of Construction): Contractor shall purchase and maintain builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to one hundred percent (100%) of the completed value of the Work with no coinsurance penalty provisions. Coverage shall be adjusted for any amendments to the Contract that affect the completed value of the Work. Builder's risk insurance shall be maintained until written confirmation of Owner's procurement of property insurance coverage. The insurance company providing the builder's risk coverage shall grant permission for FRSA to partially occupy or use the premises under construction prior to Substantial Completion without removing or affecting the coverage.

   The builder's risk insurance shall also cover materials to be incorporated into the Work which are stored off-site, in-transit or at the place of manufacture.

E. 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.

F. 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.

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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.

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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.

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Article 3 – Detailed Specifications

1 General

1.1 General

This article contains detailed specifications related to Proposal items. The work to be done under each item is discussed along with units for payment and measurement for payment. However, the descriptions given do not necessarily outline all the work to be done under any item. All work shall conform to current editions of the following*: Four Rivers Sanitation Authority General Provisions and Technical Specifications for Sanitary Sewer Construction*, and the *Illinois Department of Transportation's* (IDOT's) *Standard Specifications for Road and Bridge Construction* (IDOT Standard Specifications).

Throughout these specifications, the term "Owner," "Engineer," and "FRSA" shall be synonymous.

In case of apparent contradictions between *Article 3 - Detailed Specifications*, *IDOT Standard Specifications*, and G*eneral Provisions and Technical Specifications for Sanitary Sewer Construction*, *Article 3 - Detailed Specifications* shall govern.

The orientation and location (horizontal and vertical) of all existing underground utilities, such as gas mains, water mains, electric lines, field tiles, irrigation pipes, etc., shall be ascertained by the Contractor. The Contractor shall assume full responsibility of all utility locations. The Contractor shall exercise extreme care when excavating near underground utilities to avoid damage; any damage done to utilities and treatment plant process facilities shall be repaired or replaced at the Contractor's sole expense. The Contractor shall be solely responsible for the protection, restraint and support of all utilities.

The general locations of the proposed work are governed by existing field conditions. Minor variations in alignment may be made to facilitate construction operations with prior FRSA approval.

No work shall be permitted on Sundays or FRSA Holidays without prior approval by the FRSA Director of Engineering. A 24-hour notice for work performed on Saturdays shall be provided to a FRSA Inspector.

The following holidays will be observed by FRSA during the anticipated construction duration:

- December 24, 2026 Christmas Eve
- December 25, 2026 Christmas Day
- January 1, 2027 New Years Day
- February 15, 2027 Presidents Day
- March 26, 2027 Good Friday

The FRSA will not supervise, direct, control, have authority over or be responsible for the Contractor's means, methods, techniques, sequences, procedures of construction, safety precautions and programs incident thereto, or for any failure by the Contractor to comply with all applicable laws and regulations in performance of the specified work. The FRSA shall not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract documents.

The Contractor's workforce shall include a person competent in ensuring compliance with all pertinent OSHA regulations and requirements. This person must be present on-site at all times

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during construction and must be deputized to take any prompt preventative or corrective actions needed to avoid, prevent or mitigate existing and potential hazardous working conditions.

1.2 Submittals

The Contractor shall submit to the Engineer the items under 'Required Submittals' of each special provision prior to beginning any work. The Contractor shall:

1. Review each submittal.
2. Verify field dimensions.
3. Verify compliance with Contract documents.
4. Sign and stamp submittals to certify Contractor's review/approval.
5. Deliver reviewed submittals to FRSA for approval.

The Contractor shall allow one (1) week for FRSA to review submittals. FRSA reserves the right to delay review of interrelated submittals until all submittal components have been received. No Contract extension will be authorized due to the Contractor's failure to provide sufficient time for FRSA to perform a thorough review of submittals.

FRSA's approval of a submittal shall not be considered an order for additional, extra, or differing work, nor a guarantee of the accuracy of the information or the effectiveness of the products outlined in the submittal.

No work shall be fabricated by order of the Contractor, unless at the Contractor's risk, until review of submittals has been completed by FRSA.

When the Contract Documents call for work to be performed in accordance with the manufactures' instructions, the manufacturers' instructions shall also be considered required submittals.

1.3 Required Submittals

None.

1.4 Basis of Payment

No payment will be made for costs associated with this item.

2 Notification, Access, and Special Considerations

2.1 Notification

The Contractor shall notify all utility companies prior to beginning any work. All underground utilities shall be located by the utility owner and special care shall be taken when excavating near underground utilities to avoid damage. Contractor shall contact JULIE at (800) 892-0123 for utility locations, seventy-two (72) hours, minimum, prior to construction. For utility locates within the plant boundaries, the Contractor shall contact Maintenance Division Manager Dean Fry at (815) 387-7616, seventy-two (72) hours, minimum, prior to construction to arrange for the location of plant infrastructure.

The Contractor shall notify the FRSA (48) hours, minimum, prior to beginning any work. More advanced notification shall be provided if required by permits.

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The Contractor shall allow seven (7) business days, minimum, for FRSA to locate and mark property corners for Area 2 work, as shown in *Section III, Project Maps*. The proposed fence for Area 2 work shall be installed with a 10-foot offset from existing property lines.

2.2 Access

The Contractor shall be responsible for the temporary maintenance of all roadways and drives for the duration of this project and shall maintain access to residences and businesses at all times during construction (i.e., drives, roadways, ramps, etc., must remain open or temporary access must be provided). All materials, equipment, labor, etc., necessary to ensure access is maintained shall be incidental to the Contract.

It shall be the Contractor's responsibility to secure any temporary or permanent access, storage or construction easements from property owner(s) deemed necessary to perform the work as shown on the plans or defined in the specifications.

2.3 Special Considerations

The Contractor shall provide temporary restroom facilities for the workforce for the duration of this project. All costs associated with the temporary restroom facilities shall be incidental to the contract.

2.4 Required Submittals

None.

2.5 Basis of Payment

No payment will be made for costs associated with notification, access, and special considerations.

3 Permit Requirements

3.1 General

Unless otherwise noted, the Contractor shall be responsible for securing all necessary permits and for all bonds, insurance, etc., and all fees required by any and all permits. Copies of all Contractor secured permits shall be provided to the FRSA prior to the start of construction.

The Contractor shall comply with the requirements of any and all permits obtained and required for the construction of this project. Should conflicts or contradictions arise between the plans, specifications and permits, the permits shall govern.

All work within the public Right–of–Way shall be subject to the regulations and requirements of the City of Rockford. The Contractor will be responsible for the City of Rockford Right-of-Way Permit application. Contact Jordan Masemore at (779)-348-7634 or jordan.masemore@rockfordil.gov.

3.2 Required Submittals

The Contractor shall submit the following items for review and approval:

1. Copies of signed Contractor secured permits, as applicable.

3.3 Basis of Payment

No payment will be made for costs associated with permitting.

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4 Chain Link Fence Removal

4.1 Description

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions. This work shall include all equipment, materials, labor, transportation, and workmanship to remove and properly dispose of chain link fence as shown on the plans.

This work shall consist of the complete removal and proper disposal of chain link fence, posts, and all appurtenances.

4.2 Special Considerations

For Area 1 work, as shown in *Section III, Project Maps*, the proposed fence removal will eliminate an existing terminal post and brace bar. Rework new fence at this location to relocate terminal post and brace bar.

The work shall be in accordance with the following details:

- FRSA Treatment Plant Perimeter Fence Detail

The cost for this work should be included in ***Chain Link Fence, 6', Without Barbed Wire***.

4.2 Required Submittals

None.

4.3 Basis of Payment

This work shall be paid for at the Contract unit price per linear foot (LF) for ***Chain Link Fence Removal***.

5 Chain Link Fence

5.1 Description

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Section 664 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to furnish and install chain link fence as shown on the plans.

This work shall be in accordance with the following standards or details:

- FRSA Treatment Plant Perimeter Fence Detail

The FRSA treatment plant perimeter shall be protected from unauthorized access at all times, and shall be closed except when work is being performed. The Contractor shall notify the FRSA when work requires the treatment plant perimeter to be breached. In order to maintain security, temporary fence may be required if left open after normal business hours and shall be included in the cost of this work.

Chain link fence shall be installed to the lines shown on the plans. Chain link fence shall follow the contours of the finished grade line with a 3-inch space below the bottom of the fabric. On uneven ground, this space may vary from 1 inch to 5 inches for a maximum of an 8-foot length.

Chain link gates shall be installed as shown on the plans and will be paid for under a separate item.

Terminal (corner or end) posts shall be embedded in cast-in-place concrete cylinder foundation 14 inches in diameter by 36 inches deep. Line posts connected to a brace bar shall be embedded in

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cast-in-place concrete foundation cylinder 12 inches in diameter by 30 inches deep. Concrete cylinder foundations shall be finished with a 1-inch crown. All other line posts shall be driven 36 inches deep.

5.2 Special Considerations

For Area 1 work, as shown in *Section III, Project Maps,* the proposed fence is terminated at the existing concrete storm structure. The end posts shall be secured to the inside faces of the concrete wingwalls.

The work shall be in accordance with the following details:

- Fence Post Connection at Existing Wall

The cost for this work should be included in ***Chain Link Fence, 6', Without Barbed Wire***.

5.3 Materials

1. All posts, chain link fabric, hardware, barbed wire, and other appurtenances shall be aluminized steel.
2. Posts & pipe rails:
   a. Posts and rails shall be SS40 steel pipe per ASTM F1043 group IC, Type D internal coating, Type B external coating.
   b. Terminal posts shall be 3" nominal diameter (2.875" actual O.D.), with a pipe wall thickness of 0.16".
   c. Line posts shall be 2 1/2" nominal diameter (2.375" actual O.D.), with a pipe wall thickness of 0.13".
   d. Top pipe rails shall be 1 5/8" nominal diameter (1.66" actual O.D.), with a pipe wall thickness of 0.111".
3. Fabric shall be 9 gauge with 2-inch mesh and aluminized before weave with a 0.40 ounce/square foot coating meeting ASTM A491.
4. As applicable, barbed wire arms shall be galvanized, commercial grade 45º angle arms, with slots for 3 runs of barbed wire.
5. As applicable, barbed wire shall be four-point, 12.5 gauge, with aluminized coating of 0.30 ounce/square foot per ASTM A585.
6. Fabric ties shall be 9 gauge aluminum bands or wire.
7. Tension wire shall be 7 gauge aluminum coated coil spring wire per ASTM A824.

5.4 Required Submittals

The Contractor shall submit the following items for review and approval:

1. Material certifications and shop drawings for chain link fence and appurtenances.

5.5 Basis of Payment

This work shall be paid for at the Contract unit price per linear foot (LF) for ***Chain Link Fence, 6', With Barbed Wire*** and ***Chain Link Fence, 6', Without Barbed Wire***, as applicable.

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6 Chain Link Gates, Manual Swinging Double

6.1 Description

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Section 664 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to furnish and install chain link gates as shown on the plans.

This work shall be in accordance with the following standards or details:

- FRSA Treatment Plant Perimeter Fence Swinging Gates Detail
- FRSA Treatment Plant Perimeter Fence Detail

The FRSA treatment plant perimeter shall be protected from unauthorized access at all times, and shall be closed except when work is being performed. The Contractor shall notify the FRSA when work requires the treatment plant perimeter to be breached.

Chain link gates shall be installed to the lines shown on the plans. Chain link fence shall follow the contours of the finished grade line with a 3-inch space below the bottom of the fabric. On uneven ground, this space may vary from 1 inch to 5 inches for a maximum of an 8-foot length.

Terminal (corner or end) posts shall be embedded in cast-in-place concrete cylinder foundation 14 inches in diameter by 36 inches deep. Concrete cylinder foundations shall be finished with a 1-inch crown.

Gates shall be equipped with proper hinges and latches, per manufacturer's instructions. Gate latches shall be able to accept a padlock.

6.2 Materials

1. All posts, chain link fabric, hardware, barbed wire, and other appurtenances shall be aluminized steel.
2. Posts & pipe rails for gates:
    a. Posts and rails shall be SS40 steel pipe per ASTM F1043 group IC, Type D internal coating, Type B external coating.
    b. Gate posts shall be 4" nominal diameter (4.00" actual O.D.), with a pipe wall thickness of 0.16".
    c. Pipe rails for gates shall be 1 5/8" nominal diameter (1.66" actual O.D.), with a pipe wall thickness of 0.111".
3. Fabric shall be 9 gauge with 2 inch mesh and aluminized before weave with a 0.40 ounce/square foot coating meeting ASTM A491.
4. Fabric ties shall be 9 gauge aluminum bands or wire.

6.3 Required Submittals

The Contractor shall submit the following items for review and approval:

1. Material certifications and shop drawings for chain link fence and appurtenances.

6.4 Basis of Payment

This work shall be paid for at the Contract unit price per each (EACH) for ***Chain Link Gates, Manual Swinging Double, 10' Opening***.

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Section II

Contract Forms

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Proposal

Project: **Perimeter Fencing, Capital Project No. 2739**

Location: Two areas on the Four Rivers Sanitation Authority property, one near the Administration Building front drive and one northwest of the treatment plant.

Completion Date: April 30, 2027

Liquidated Damages: $300 per 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 the Four Rivers Sanitation Authority all in accordance with the plans and specifications, provided by Four Rivers Sanitation Authority. 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 the Four Rivers Sanitation Authority,

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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 the Four Rivers Sanitation Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Four Rivers Sanitation Authority.

7. No officer or employee or person whose salary is payable in whole or in part by the Four Rivers Sanitation Authority is, shall be or become interested, directly or indirectly as a contracting party, partner, stockholder, surety of 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 the Four Rivers Sanitation Authority and the Four Rivers Sanitation Authority'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 101-0221 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

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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 the 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.

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Item No.	Quan-tity	Unit	Description	Unit Price (In Writing)	Unit Price (In Figures)	Total Price (In Figures)
1	10	LF	Chain Link Fence Removal			
2	1,054	LF	Chain Link Fence, 6', With Barbed Wire			
3	478	LF	Chain Link Fence, 6', Without Barbed Wire			
4	4	EACH	Chain Link Gates, Manual Swinging Double, 10' Opening			
			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: _____

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Fair Employment Practices Affidavit of Compliance

Project: Perimeter Fencing, Capital Project No. 2739

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 Departments Rules and Regulations.

6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contacts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 I11. 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

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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE: RESPONSIBLE BIDDER ORDINANCE

I, _____ [Name of Affiant], being first duly sworn upon oath, state as follows:

1. **Position:** I am the _____ [Title] of _____ [Name of Bidding Entity] (the "**Bidder**"), and I am authorized to make this Affidavit on its behalf.

2. **Project:** This Affidavit is submitted in connection with the bid for Perimeter Fencing, Capital Project No. 2739 (the "**Project**") for the **Four Rivers Sanitation Authority ("FRSA")**.

3. **Responsible Bidder Status:** I certify that the Bidder meets the definition of a "**Responsible Bidder**" as set forth in the FRSA Responsible Bidder Ordinance for projects estimated to cost over $40,000.

4. **Apprenticeship Program Participation:** The Bidder, and all subcontractors at any tier, participate in active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship and Training (or its successor) for each of the trades of work contemplated under the awarded contract.

5. **Evidence of Participation:** Attached to the bid (or to be provided as required) are copies of the applicable apprenticeship standards and apprenticeship agreement(s) for any contractor(s) who will perform work on the project site.

6. **Subcontractor Compliance:** The Bidder shall require all subcontractors for this FRSA Project to comply with the requirements of this Ordinance.

7. **Verification:** I understand that FRSA may request additional documentation to verify that the apprenticeship program is active and registered.

8. **Acknowledgment of Penalties:** I acknowledge that failure to provide this Affidavit or proof of participation shall render the bid non-responsive and subject to disqualification. Further, I understand that failure to comply with these requirements during the performance of the contract may result in being deemed in default, withholding of payments, and contract termination.

9. **Exemptions:** I certify that the work for which this bid is submitted is not exclusively dedicated to the transportation of materials and equipment, nor does it consist solely of the maintenance, repair, or installation of lining of sanitary sewer lines, unless a specific waiver has been granted by FRSA.

FURTHER AFFIANT SAYETH NOT.

_____
[Signature of Affiant]

SUBSCRIBED AND SWORN to
before me this ____ day of _____, 20___.

_____
NOTARY PUBLIC

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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 Perimeter Fencing, Capital Project No. 2739, which consists of installing approximately 1,532 feet of chain link fence and gates in two locations on the Four Rivers Sanitation Authority property and all other appurtenances indicated on the plans and in the specifications.

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.

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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: _____

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Agreement

1. General

THIS AGREEMENT, made and concluded this _____ day of _____ _____, 2026, 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 of two years 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.

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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.

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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/conmed/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.

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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 April 30, 2027.

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.

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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.

Four Rivers Sanitation Authority
Winnebago County, Illinois

(Seal)

By _____
President, Board of Trustees

ATTEST: _____
Clerk of the Board

Contractor

By _____
(Corporate Seal) Contractor's Officer

Name: _____

Title: _____

Date: _____

ATTEST: _____

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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

Not to be used for bidding purposes

for the Obligee, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Obligee and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Obligee of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.

4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

6. The Principal and Surety shall be liable for any attorneys' fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this _____day of _____, 20___.

CONTRACTOR **SURETY**

_____
Contractor Firm Name

By: _____ By: _____
Signature Attorney-in-Fact Signature

_____ _____
Printed Name Printed Name

_____ _____
Title Resident Agent

ATTEST:

_____
Corporate Secretary (Corporations only)

Not to be used for bidding purposes

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.

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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

_____
Contractor Firm Name

By: _____
Signature

_____
Printed Name

_____
Title

ATTEST:

_____
Corporate Secretary (Corporations only)

SURETY

By: _____
Attorney-in-Fact Signature

_____
Printed Name

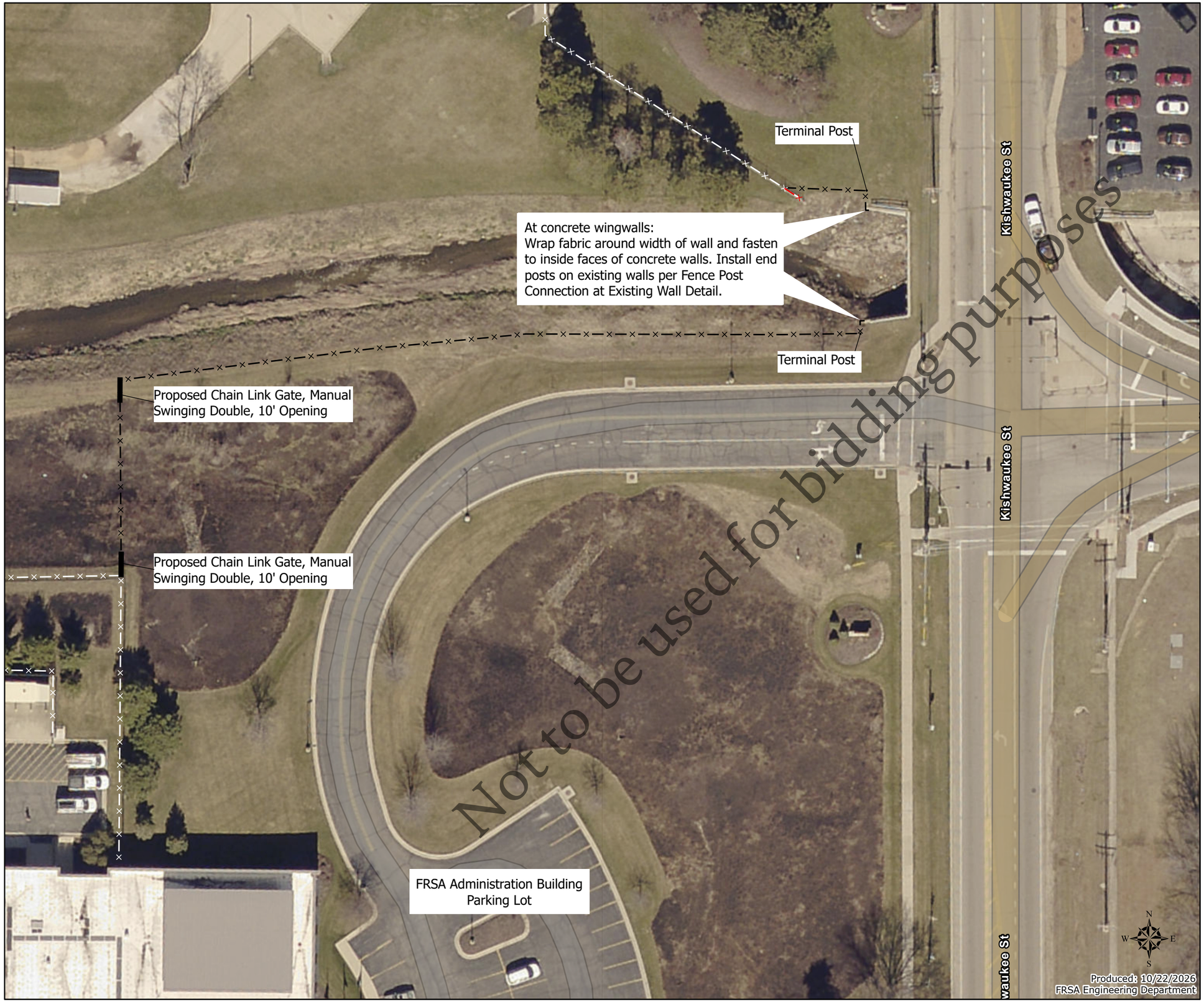
_____
Resident Agent

Not to be used for bidding purposes

Section III

Project Maps

Not to be used for bidding purposes



Not to be used for bidding purposes

Four Rivers Sanitation Authority

General Notes:

1. The Contractor shall notify Four Rivers, municipal agencies, jurisdictional roadway authorities and all affected property owners 48 hours, minimum, prior to the start of construction.

2. The Contractor shall identify all utility locations in the field by contacting JULIE at 811 or 1.800.892.0123 and all utilities not on the JULIE network 72 hours, minimum, prior to the start of construction.

3. The Contractor shall Contact FRSA 72 hours, minimum, prior to construction to arrange for the location of plant infrastructure.

Summary of Quantities:

- 10 (LF) Chain Link Fence Removal
- 478 (LF) Chain Link Fence, 6', Without Barbed Wire
- 2 (EACH) Chain Link Gates, Manual Swinging Double, 10' Opening

Legend

- Demo Existing Fence
- Proposed Fence
- Proposed Gate
- Existing Gates
- Existing Fence

1 inch = 60 feet

Capital Project #2739
Perimeter Fencing

Area 1



Four Rivers Sanitation Authority

General Notes:

1. The Contractor shall notify Four Rivers, municipal agencies, jurisdictional roadway authorities and all affected property owners 48 hours, minimum, prior to the start of construction.

2. The Contractor shall identify all utility locations in the field by contacting JULIE at 811 or 1.800.892.0123 and all utilities not on the JULIE network 72 hours, minimum, prior to the start of construction.

3. The Contractor shall Contact FRSA 72 hours, minimum, prior to construction to arrange for the location of plant infrastructure.

4. The Contractor shall allow FRSA seven (7) business days, minimum, to locate and mark existing property corners. Proposed fence shall be installed with a 10-foot offset from existing property lines.

Summary of Quantities:

- 1054 (LF) Chain Link Fence, 6', With Barbed Wire
- 2 (EACH) Chain Link Gates, Manual Swinging Double, 10' Opening

Legend

- Demo Existing Fence
- Proposed Fence
- Proposed Gate
- Existing Gates
- Existing Fence

1 inch = 93 feet

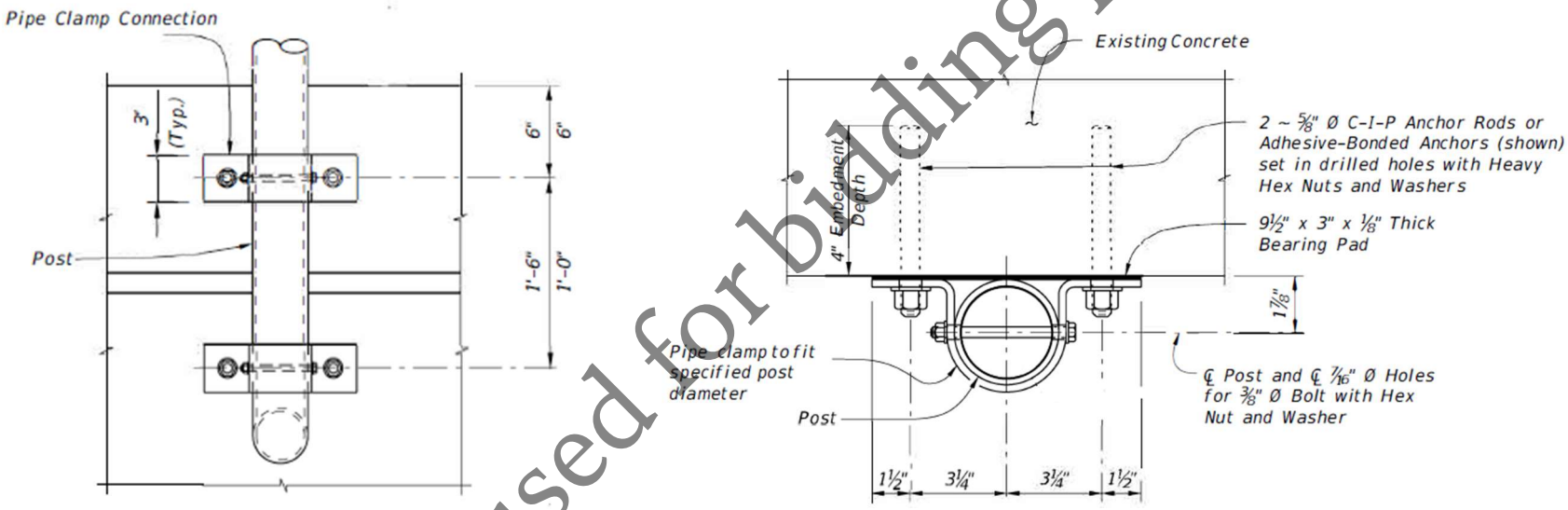
Capital Project #2739
Perimeter Fencing

Area 2

Section IV

Standard Details

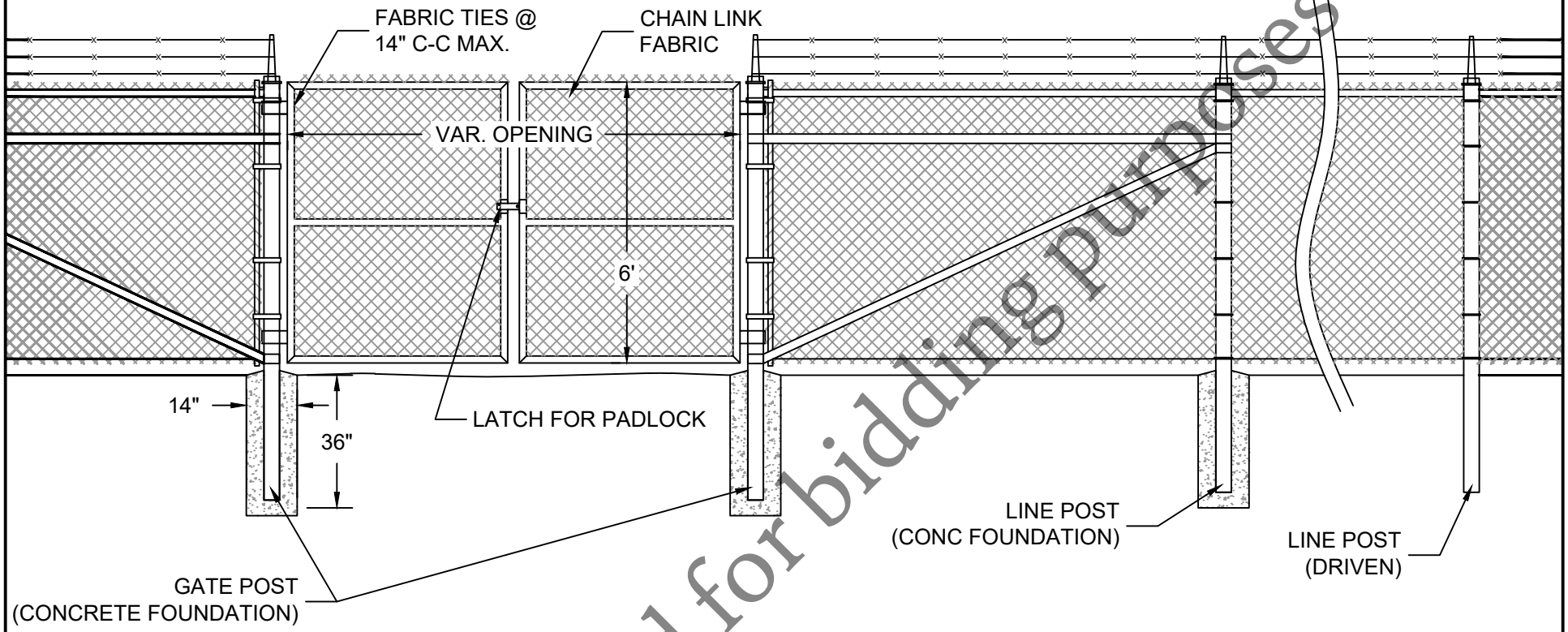
Not to be used for bidding purposes



Not to be used for bidding purposes

FENCE POST CONNECTION
AT EXISTING WALL

(NOT TO SCALE)



Not to be used for bidding purposes

NOTES:

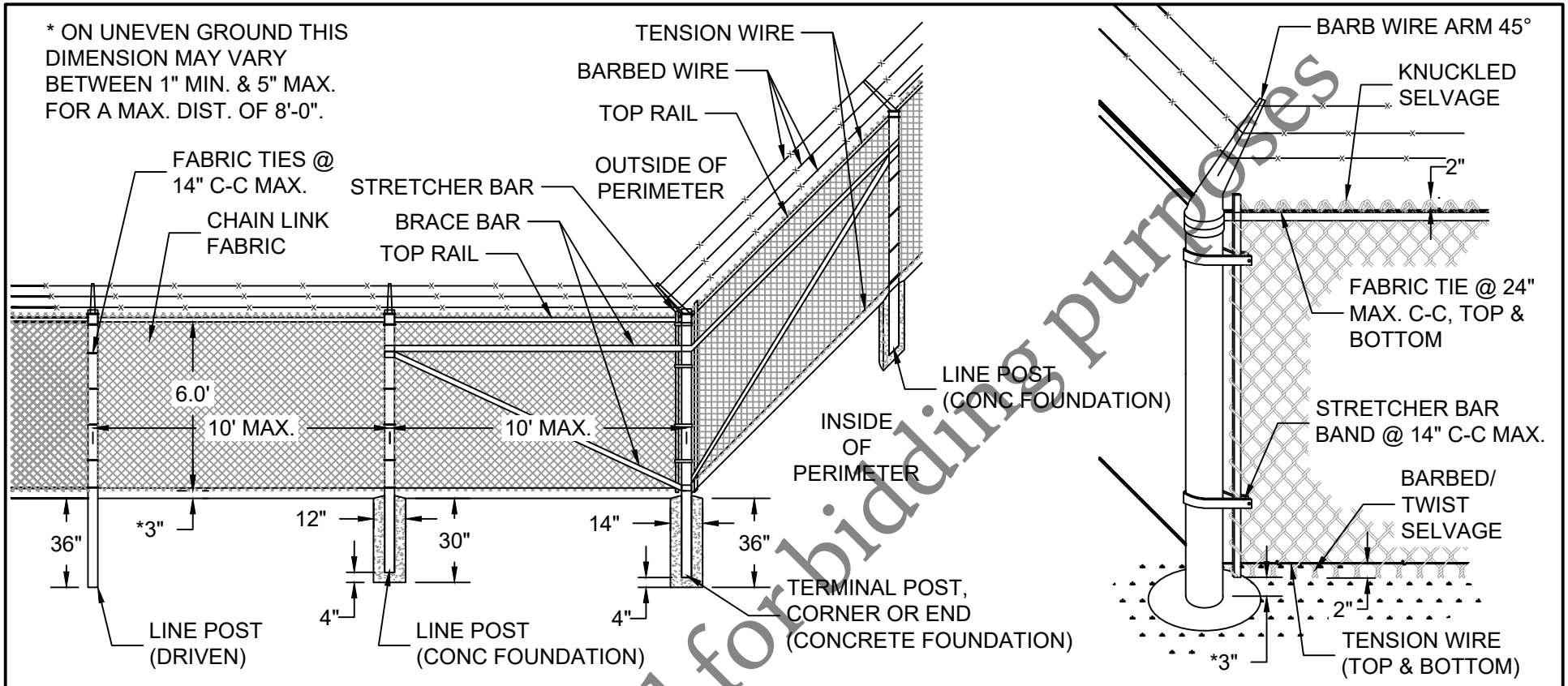
1. FENCE AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE FRSA *'TREATMENT PLANT PERIMETER FENCE DETAIL'*.
2. POST & GATE PIPE SHALL BE SS40 STEEL PIPE PER ASTM F1043, GROUP IC, TYPE D INTERNAL COATING, TYPE B EXTERNAL COATING.
4. GATE POSTS SHALL BE 4" NOMINAL DIA. (4.00" ACTUAL O.D.) WITH PIPE WALL THICKESS OF 0.16". TERMINAL POST CONCRETE FOUNDATIONS SHALL BE 6" CLEAR OF BACK OF CURB OR EDGE OF PAVEMENT.
5. GATE PIPE SHALL BE 1 5/8" NOMINAL DIA. (1.66" ACTUAL O.D.) WITH PIPE WALL THICKNESS OF 0.111".

Four Rivers Sanitation Authority

FRSA TREATMENT PLANT
PERIMETER FENCE SWINGING GATES DETAIL

(NOT TO SCALE)

rev. 8/29/24



NOTES:

1. ALL POSTS, CHAIN LINK FABRIC, HARDWARE, BARB WIRE, AND OTHER FENCE APPURTENANCES SHALL BE ALUMINIZED STEEL.
2. ALL POSTS & RIALS SHALL BE SS40 STEEL PIPE PER ASTM F1043, GROUP IC, TYPE D INTERNAL COATING, TYPE B EXTERNAL COATING.
3. TERMINAL POSTS SHALL BE 3" NOMINAL DIA. (2.875" ACTUAL O.D.) WITH PIPE WALL THICKNESS OF 0.16". TERMINAL POSTS SHALL HAVE A CONCRETE FOUNDATION AS SHOWN.
4. LINE POSTS SHALL BE 2½" NOMINAL DIA. (2.375" ACTUAL O.D.) WITH PIPE WALL THICKNESS OF 0.13". LINE POSTS ATTACHED TO A BRACE BAR SHALL HAVE A CONCRETE FOUNDATION AS SHOWN.
5. TOP RAILS SHALL BE 1⅝" NOMINAL DIA. (1.66" ACTUAL O.D.) WITH PIPE WALL THICKNESS OF 0.111".
6. CHAIN LINK FABRIC SHALL BE 9 GAUGE WITH 2 INCH MESH. FABRIC SHALL BE ALUMINIZED BEFORE WEAVE WITH A 0.40 OZ/SF COATING MEETING ASTM A491.
7. BARBED WIRE ARMS SHALL BE GALVANIZED, COMMERCIAL GRADE 45° ANGLE ARMS, WITH SLOTS FOR 3 RUNS OF BARBED WIRE.
8. BARBED WIRE SHALL BE FOUR-POINT, 12.5 GAUGE, WITH ALUMINIZED COATING OF 0.30 OZ/SF PER ASTM A585.
9. FABRIC TIES SHALL BE 9 GAUGE ALUMINUM BANDS OR WIRE.
10. TENSION WIRE SHALL BE 7 GAUGE ALUMINUM COATED COIL SPRING WIRE PER ASTM A824.
11. WHEN A FENCE LINE HAS A CHANGE IN DIRECTION OF 15° OR MORE, A TERMINAL (CORNER) POST IS REQUIRED.

Four Rivers Sanitation Authority

FRSA TREATMENT PLANT PERIMETER FENCE DETAIL

(NOT TO SCALE)

rev. 8/30/22

Not to be used for bidding purposes

Section V

General Provisions & Technical Specifications for Sanitary Sewer Construction

(Separate document incorporated by reference)

Not to be used for bidding purposes