



**ROCKFORD BOARD OF EDUCATION  
INVITATION FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES  
FOR SCHOOL DISTRICT NO. 205  
ROCKFORD, ILLINOIS**

IFB No. IFB No. 23-29 Asbestos Abatement at Froberg, Auburn, West View & Fairview Schools  
DATE: December 15, 2022  
RE: ADDENDUM NO. 2

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To All Bidders:

Included are modifications, clarifications and/or corrections for the Project Manual and are hereby made a part of the contract documents. Please attach this addendum to the Project Manual(s) in your possession. Please note the receipt of this addendum on the bid form. Bidders shall review changes to all portions of this work as changes to one portion may affect the work of another.

**If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 1st floor prior to coming to the bid opening. Please allow time for this as late submission will not be accepted.**

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Director of Purchasing by email at [purchasingdeptstaff@rps205.com](mailto:purchasingdeptstaff@rps205.com).

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood  
Director of Purchasing



DATE: December 15, 2022

TO:

Guy Carynski  
Dane Youngblood  
Casey Ramas  
Kevin McKinney  
Todd Jabaay  
Robert Giannosa

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[est@doreassoc.com](mailto:est@doreassoc.com)  
[tholian@hoganec.com](mailto:tholian@hoganec.com)

**SUBJECT: ADDENDUM NO. 2 TO THE BIDDING DOCUMENTS IFB NO. 23-29  
ASBESTOS ABATEMENT AT AUBURN, FROBERG, FAIRVIEW, FROBERG  
SCHOOLS**

This addendum forms a part to the bidding and contract documents and modifies the original bidding documents, dated November 16, 2022. **ALL CONTRACTORS SHALL ACKNOWLEDGE WRITTEN RECEIPT OF THIS ADDENDUM ON THEIR BID FORM. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

- Changes to Waivers of Lien Policy as outlined in the attached document.

Except as modified herein, Addendum No. 2, Project Manual dated November 16, 2022, remain in full force and effect.

**CARNOW, CONIBEAR & ASSOC., LTD.**

A handwritten signature in black ink, appearing to read "Evan Christian".

Evan Christian  
Senior Department Manager

## Waivers of Lien

**Updated policy:** December 15, 2022

**Implementation Date:** Effective for Projects Starting with Contractor's Pay Application #1

### **Background:**

Rockford Public Schools has been using a pay application process where the Subcontractor Waiver of Lien would be submitted with the Prime Contractor's Waiver of Lien for the payment made to Subcontractor on the previous pay application. RPS would only deem the pay application as complete until all waivers were included in the pay application. This is commonly referred to as a trailing waiver payment process.

### **Change in Policy for Waivers:**

Rockford Public Schools will now be using a Conditional Waiver of Lien payment process effective with the above implementation date.

### **Conditional Waiver Submittal Process:**

- Pay application #1. Prime Contractor will submit a conditional partial waiver of lien for the amount of the current pay application. The Subcontractor/Supplier will submit a conditional partial waiver of lien for the amount requested on pay application #1.
- Pay Application #2 or other following pay applications. Prime Contractor will submit a conditional waiver of lien for the amount of the current pay application. The Subcontractor/Supplier will submit a conditional waiver of lien for the amount requested on the current pay application.
- Pay Application prior to the Final Pay Application. The Prime Contractor will submit a conditional waiver of lien for the amount of the current pay application. Generally, the balance remaining for the Prime Contractor will be the 10% retainage amount for the project. The Subcontractor/Supplier will submit a conditional final waiver of lien. Notes for completion of Subcontractor's Affidavit column in table: This Payment column will be the amount of the current pay request and the Balance Due column will be \$0.00.
- Final Pay Application: The Prime Contractor will submit the Unconditional Final Waiver of Lien for the full amount of the balance due. Notes for completion of Contractor's Affidavit in the table: This Payment column will be the amount due, and the Balance Due column will be \$0.00. The Subcontractor/Supplier shall submit the Unconditional Final Waiver of Lien. Notes for completion of Subcontractor's Affidavit in table: This Payment column shall be \$0.00, and the Balance Due column shall be \$0.00. The Prime contractor shall submit all Subcontractor / Supplier Unconditional Final Waivers of Lien with this pay application in order for RPS to accept the pay application as complete for processing.

### **Other Pay Application Notes:**

- General note1: Waivers of Lien are a part of the pay application packet including G701, G702, certified payroll and other required documents.
- General note 2: RPS' fiscal year ends June 30. All Pay Applications submitted near this time frame shall have period ending on June 30<sup>th</sup>. Pay Applications and Certified Payroll including work for both June and July will not be accepted.

### **Attachments:**

Conditional Partial Lien Waiver

Conditional Final Waiver of Lien (Subcontractor and Suppliers)

Unconditional Final Waiver of Lien (Subcontractor and Suppliers)

Unconditional Final Waiver of Lien (General Contractor)



**CONDITIONAL PARTIAL LIEN WAIVER**

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish  
\_\_\_\_\_ for the premises known  
as \_\_\_\_\_ of which \_\_\_\_\_ is  
the Owner.

THE undersigned, upon payment of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, and other good and valuable considerations, do(es) hereby waive  
and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois with  
respect to and on said above-described premises, and the improvements thereon, and on the material,  
fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to  
become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery,  
furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

The undersigned warrants that it has already paid or will use the funds received from this progress payment  
to promptly pay in full all of the undersigned's subcontractors, suppliers, materialmen, and laborers for  
all services, labor, materials, or equipment provided for or to the above-referenced premises. The  
undersigned shall indemnify and hold harmless the Owner from and against all costs, losses, damages, or  
other claims, causes of action, judgments, and expenses, including attorneys' fees, arising out of or in  
connection its performance of the Contract, which may be asserted by any of its subcontractors, suppliers,  
materialmen, and laborers.

Dated: \_\_\_\_\_

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

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

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

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

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ as is authorized to execute the above document.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND  
WRITTEN, TO THE CONTRACT

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) \_\_\_\_\_ BEING DULY SWORN,  
DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) \_\_\_\_\_ OF (COMPANY  
NAME) \_\_\_\_\_ WHO IS THE CONTRACTOR  
FURNISHING \_\_\_\_\_ WORK ON THE BUILDING LOCATED AT  
\_\_\_\_\_ OWNED BY \_\_\_\_\_.

That the total amount of the contract including extras\* is \$ \_\_\_\_\_ [contract amount] on which he  
or she has received payment of \$ \_\_\_\_\_ [total previous payments] prior to this payment. That all waivers  
are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to  
defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished  
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said  
work or for material entering into the construction thereof and the amount due or to become due to each, and that  
the items mentioned include all labor and material required to complete said work according to plans and  
specifications:

Contractor's Names & Addresses	Kind of Work	Amount of Contract	Extras or Deductions	Amount Previously Paid	This Payment	Balance Due
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE						

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any  
person for material, labor or other work of any kind done or to be done upon or in connection with said work other  
than above stated.

Dated: \_\_\_\_\_

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

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

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

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

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ who being  
by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
as is authorized to execute the above document.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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THE CONTRACT



**CONDITIONAL FINAL WAIVER OF LIEN**  
**SUBCONTRACTOR / SUPPLIER**

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish  
\_\_\_\_\_ for the premises known  
as \_\_\_\_\_ of which \_\_\_\_\_ is  
the Owner.

THE undersigned, upon payment of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, and other good and valuable considerations, do(es) hereby waive  
and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois with  
respect to and on said above-described premises, and the improvements thereon, and on the material,  
fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to  
become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery,  
heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-  
described premises, INCLUDING EXTRAS.\*

The undersigned warrants that it has already paid or will use the funds received from this final payment  
to promptly pay in full all of the undersigned's subcontractors, suppliers, materialmen, and laborers for  
all services, labor, materials, or equipment provided for or to the above-referenced premises. The  
undersigned shall indemnify and hold harmless the Owner from and against all costs, losses, damages, or  
other claims, causes of action, judgments, and expenses, including attorneys' fees, arising out of or in  
connection its performance of the Contract, which may be asserted by any of its subcontractors, suppliers,  
materialmen, and laborers.

Dated: \_\_\_\_\_

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

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

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

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

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ as is authorized to execute the above document.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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WRITTEN, TO THE CONTRACT

## SUBCONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) \_\_\_\_\_ BEING DULY SWORN,  
DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) \_\_\_\_\_ OF (COMPANY  
NAME) \_\_\_\_\_ WHO IS THE CONTRACTOR  
FURNISHING \_\_\_\_\_ WORK ON THE BUILDING LOCATED AT  
\_\_\_\_\_ OWNED BY \_\_\_\_\_.

That the total amount of the contract including extras\* is \$ \_\_\_\_\_ [contract amount] on which he  
or she has received payment of \$ \_\_\_\_\_ [total previous payments] prior to this payment. That all waivers  
are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to  
defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished  
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said  
work or for material entering into the construction thereof and the amount due or to become due to each, and that  
the items mentioned include all labor and material required to complete said work according to plans and  
specifications:

Contractor's Names & Addresses	Kind of Work	Amount of Contract	Extras or Deductions	Amount Previously Paid	This Payment	Balance Due
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE						

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any  
person for material, labor or other work of any kind done or to be done upon or in connection with said work other  
than above stated.

Dated: \_\_\_\_\_

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

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

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

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

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

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(SEAL)

\_\_\_\_\_  
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**UNCONDITIONAL FINAL WAIVER OF LIEN**  
**SUBCONTRACTOR / SUPPLIER**

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish  
\_\_\_\_\_ for the premises known  
as \_\_\_\_\_ of which \_\_\_\_\_ is  
the Owner.

THE undersigned, for and in consideration of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, and other good and valuable considerations, the receipt whereof is  
hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under  
the statutes of the State of Illinois with respect to and on said above-described premises, and the  
improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the  
moneys, funds or other considerations due or to become due from the owner, on account of all labor,  
services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at  
any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

The undersigned warrants that it has already paid or will use the funds received from this final payment  
to promptly pay in full all of the undersigned's subcontractors, suppliers, materialmen, and laborers for  
all services, labor, materials, or equipment provided for or to the above-referenced premises. The  
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other claims, causes of action, judgments, and expenses, including attorneys' fees, arising out of or in  
connection its performance of the Contract, which may be asserted by any of its subcontractors, suppliers,  
materialmen, and laborers.

Dated: \_\_\_\_\_

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

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

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

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

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

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(SEAL)

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NOTARY PUBLIC

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STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

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NAME) \_\_\_\_\_ WHO IS THE CONTRACTOR  
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That the total amount of the contract including extras\* is \$ \_\_\_\_\_ [contract amount] on which he  
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are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to  
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material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said  
work or for material entering into the construction thereof and the amount due or to become due to each, and that  
the items mentioned include all labor and material required to complete said work according to plans and  
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TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE						

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any  
person for material, labor or other work of any kind done or to be done upon or in connection with said work other  
than above stated.

Dated: \_\_\_\_\_

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

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

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

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

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

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(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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THE CONTRACT

**UNCONDITIONAL FINAL WAIVER OF LIEN**  
**GENERAL OR PRIME CONTRACTOR**

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish  
\_\_\_\_\_ for the premises known  
as \_\_\_\_\_ of which \_\_\_\_\_ is  
the Owner.

THE undersigned, for and in consideration of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, and other good and valuable considerations, the receipt whereof is  
hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under  
the statutes of the State of Illinois with respect to and on said above-described premises, and the  
improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the  
moneys, funds or other considerations due or to become due from the owner, on account of all labor,  
services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at  
any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

The undersigned warrants that it has already paid or will use the funds received from this final payment  
to promptly pay in full all of the undersigned's subcontractors, suppliers, materialmen, and laborers for  
all services, labor, materials, or equipment provided for or to the above-referenced premises. The  
undersigned shall indemnify and hold harmless the Owner from and against all costs, losses, damages, or  
other claims, causes of action, judgments, and expenses, including attorneys' fees, arising out of or in  
connection its performance of the Contract, which may be asserted by any of its subcontractors, suppliers,  
materialmen, and laborers.

Dated: \_\_\_\_\_

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

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

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

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

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ as is authorized to execute the above document.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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WRITTEN, TO THE CONTRACT

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) \_\_\_\_\_ BEING DULY SWORN,  
DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) \_\_\_\_\_ OF (COMPANY  
NAME) \_\_\_\_\_ WHO IS THE CONTRACTOR  
FURNISHING \_\_\_\_\_ WORK ON THE BUILDING LOCATED AT  
\_\_\_\_\_ OWNED BY \_\_\_\_\_.

That the total amount of the contract including extras\* is \$ \_\_\_\_\_ [contract amount] on which he  
or she has received payment of \$ \_\_\_\_\_ [total previous payments] prior to this payment. That all waivers  
are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to  
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work or for material entering into the construction thereof and the amount due or to become due to each, and that  
the items mentioned include all labor and material required to complete said work according to plans and  
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Contractor's Names & Addresses	Kind of Work	Amount of Contract	Extras or Deductions	Amount Previously Paid	This Payment	Balance Due
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That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any  
person for material, labor or other work of any kind done or to be done upon or in connection with said work other  
than above stated.

Dated: \_\_\_\_\_

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

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

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

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

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ who being  
by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
as is authorized to execute the above document.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO  
THE CONTRACT