



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

IFB No. 18-24 Abatement Project at Walker Elementary School

**DATE: January 30, 2018**

**OFFERS WILL BE RECEIVED UNTIL: 2:00 P.M. (CDST or CST) on Tuesday, February 20, 2018**

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**RE: IFB No. 18-24 Abatement at Walker Elementary School.** The purpose of this Invitation for Bid (IFB) is to solicit bids for Abatement Project at Walker Elementary School, 1520 Post Ave, Rockford, IL 61103.

**IFB Opening: Tuesday, February 20, 2018 at 2:00 p.m., Rockford Board of Education, 6th floor Conference Room, 501 Seventh St., Rockford, IL 61104.**

**If you plan to hand deliver your IFB submission on the due date, please note that you must check in on the 2<sup>nd</sup> floor prior to coming to the bid opening on 6<sup>th</sup> floor. Please allow time for this as late submissions will not be accepted.**

Copies of the bidding documents are available from Onvia DemandStar, BHFX Digital Imaging and Printing, DG Digital Printing, YCS Printing, Inc., or by download from the District's Purchasing Bids-RFPs webpage at <http://www3.rps205.com/departments/Purchasing/Pages/Bids-RFPs.aspx>.

**A MANDATORY PRE-BID MEETING WILL BE CONDUCTED ON TUESDAY, FEBRUARY 6, 2018 AT 3:00 P.M. (CDST or CST), AT WALKER ELEMENTARY SCHOOL, 1520 POST AVE, ROCKFORD, IL 61103. MEET IN THE LOBBY.**

Direct all questions relative to this Invitation for Bid including specifications, Instructions to Bidders, and Conditions in writing to the Director of Purchasing via email at [PurchasingDeptStaff@rps205.com](mailto:PurchasingDeptStaff@rps205.com). During the time the bid is in the **open solicitation and unawarded phase**, Bidders may not contact any District staff or design consultants to inquire about the bidding process or any of the details contained in the Bid Package except in writing and by email to Director of Purchasing.

**Communication with District staff or representatives in a manner other than identified herein may result in disqualification.**

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood  
Director of Purchasing

## INVITATION FOR BID

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### IFB No. 18-24 Abatement at Walker Elementary School

<b>Project</b>	Abatement at Walker Elementary School
<b>Location</b>	Walker Elementary School 1520 Post Ave Rockford, Illinois 61103
<b>Owner</b>	Rockford School District No. 205 501 Seventh Street Rockford, Illinois 61104
<b>Design Professional</b>	Carnow, Conibear & Assoc., LTD. 600 W Van Buren Steet, Suite 500 Chicago, IL 60607
<b>Bid Scope</b>	Abatement at Walker Elementary School.
<b>Bid Due Date</b>	2:00 P.M. (CDST or CST), Tuesday, February 20, 2018
<b>Pre-Bid Meeting:</b>	Mandatory Meeting: 3:00 PM (Central Time), Tuesday, February 6, 2018 Walker Elementary School 1520 Post Ave Rockford, Illinois 61103. Meet in lobby.
<b>Addenda</b>	Last RFI accepted: 12:00 P.M, February 13, 2018 Last addendum issued; February 15,, 2018
<b>Other Key Dates</b>	Tuesday, February 27, 2018; RPS Board Meeting Wednesday, February 28, 2018; Award / Notice to Proceed
<b>Bid Security</b>	5% of Base Bid.
<b>Obtain Bid Documents By</b>	Download from the District's Purchasing Bids-RFPs webpage at <a href="http://www3.rps205.com/departments/Purchasing/Pages/Bids-RFPs.aspx">http://www3.rps205.com/departments/Purchasing/Pages/Bids-RFPs.aspx</a> , or by contacting the following:  Onvia Demandstar

## INVITATION FOR BID

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BHFX Digital Imaging and Printing  
1404 21st Street  
Rockford, IL 61108  
P. (815) 397-8800  
F. (815) 397-8844  
[rockford@bhfx.net](mailto:rockford@bhfx.net)

DG Digital Printing  
214 N. Rockton Avenue  
Rockford, IL 61103  
P. (815) 961-0000  
F. (815) 961-0004  
<http://www.dgdplanroom.com/>

YCS Printing, Inc.  
305 E. Riverside Blvd.  
Loves Park, IL 61111  
P. (815) 636-2058  
F. (815) 636-2059  
[print@ycsprinting.com](mailto:print@ycsprinting.com)

**Performance Bond and Labor  
And Material Payment Bond**

Furnish in the amount of 100% of the Contract after award.

**Rights Reserved by Owner**

The District reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the District, such action will serve the best interests of the District.

**Withdrawal of Bids**

No bid may be withdrawn for a period of 60 days after the opening of bids without written consent of the District.

**ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205**

**SEALED BID PROPOSAL**

**BID NO.: 18-24**  
**OPENING DATE: Tuesday, February 20, 2018**  
**OPENING TIME: 2:00 PM (CDST or CST)**  
**DESCRIPTION: Walker Abatement**  
**ATTN: PURCHASING DEPT.**

**DATED MATERIAL-DELIVER IMMEDIATELY**

**PLEASE CUT OUT AND AFFIX THIS BID  
LABEL TO THE OUTERMOST ENVELOPE OF  
YOUR PROPOSAL TO HELP ENSURE PROPER  
DELIVERY!**

**LATE OFFERS CANNOT AND WILL NOT BE ACCEPTED!**

# **AIA**® Document A701™ – 1997

## ***Instructions to Bidders***

for the following PROJECT:

Construction Bid Documents

### **THE OWNER:**

*(Name, legal status and address)*

Board of Education

Rockford School District No. 205

Winnebago and Boone Counties, Illinois

501 Seventh Street

Rockford, Illinois 61104

### **THE ARCHITECT:**

*(Name, legal status and address)*

As identified in the Invitation for Bid.

### **PROJECT MANAGEMENT:**

Owner may self manage the project through its own project manager or designate a third-party project manager. The project manager is identified in the final Agreement.

### **TABLE OF ARTICLES**

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### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation for Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 as revised by Owner, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents and includes all information, documents and certifications required by the Owner as set forth in the Invitation for Bid and any Owner issued Addenda.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office and from the other sources designated in the Invitation for Bid in electronic form. Hard copy sets of Bidding Documents may also be obtained from Owner upon payment of a deposit. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.



§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Invitation for Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### **§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Owner and Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit all such inquiries in the manner specified in section 3.2.3.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum only. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. All inquiries regarding the Bidding Documents must be submitted in writing to the Owner's Director of Purchasing at Owner's address or as specified in the Bidding Documents. Verbal inquiries will not be accepted.

### **§ 3.3 SUBSTITUTIONS**

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been submitted to the Owner's Director of Purchasing at least five days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's and Architect's decision of approval or disapproval of a proposed substitution shall be final. Approved substitutions will be identified in one or more Addenda issued by Owner.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### **§ 3.4 ADDENDA**

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## **ARTICLE 4 BIDDING PROCEDURES**

### **§ 4.1 PREPARATION OF BIDS**

**§ 4.1.1** Bids shall be submitted on the forms included with the Bidding Documents.

**§ 4.1.2** All blanks on the bid form shall be legibly executed in a non-erasable medium.

**§ 4.1.3** Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

**§ 4.1.4** Interlineations, alterations and erasures must be initialed by the signer of the Bid.

**§ 4.1.5** All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

**§ 4.1.6** Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

**§ 4.1.7** Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### **§ 4.2 BID SECURITY**

**§ 4.2.1** Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

**§ 4.2.2** If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

**§ 4.2.3** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

### **§ 4.3 SUBMISSION OF BIDS**

**§ 4.3.1** All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

**§ 4.3.2** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

**§ 4.3.3** The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**§ 4.3.4** Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.



#### **§ 4.4 MODIFICATION OR WITHDRAWAL OF BID**

**§ 4.4.1** A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

**§ 4.4.2** Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

**§ 4.4.3** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

**§ 4.4.4** Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

#### **ARTICLE 5 CONSIDERATION OF BIDS**

##### **§ 5.1 OPENING OF BIDS**

This bid is for a public contract and a project of the Rockford Public Schools. The bidding process, including advertisement, submission and opening of bids and selection of the successful bidder (if any) shall adhere to the provisions of applicable Illinois law particularly the School Code including, without limitation, the provisions of 105 ILCS 5/10-20.21. Properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

##### **§ 5.2 REJECTION OF BIDS**

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way nonresponsive, incomplete or irregular is subject to rejection.

##### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

**§ 5.3.2** The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

#### **ARTICLE 6 INFORMATION**

##### **§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

Bidders shall submit with their Bid a properly completed and fully executed AIA Document A305, Contractor's Qualification Statement and such other or further reference documents and information as may be required in the Bidding Documents.

**§ 6.2** Intentionally Deleted.

##### **§ 6.3 SUBMITTALS**

**§ 6.3.1** The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through Owner's project manager and to the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner, Owners project manager or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity. The Owner may accept the substitute person or entity or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 BOND REQUIREMENTS**

§ 7.1.1 The successful Bidder shall furnish, prior to commencing work, bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder in an amount equal to 100% of the contract. Bonds may be secured through the Bidder's usual sources unless otherwise specified in the Bidding Documents.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

§ 7.1.3 Intentionally Deleted.

### **§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract; or if no written contract is required, prior to commencing work on the project. In every event, bonds must be delivered to Owner prior to commencing work.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the full amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor as revised by Owner along with General Conditions on AIA Document A201 as revised by Owner and subject to the General Terms and Conditions and Supplementary Conditions issued by Owner in the Bidding Documents.

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

- “District” means: Rockford School District No. 205, Winnebago and Boone Counties, Illinois.  
“IFB” means: Invitation for Bid issued by the District at any time or times, identified by a unique bid number.  
“Bidder” means: a person or entity submitting a bid to the District in response to an IFB; including successful Bidders depending on context.  
“Contractor” means: the firm, person or entity awarded a bid.

1. SPECIAL NOTICE TO BIDDERS:

- A. Bids shall be enclosed in a sealed envelope, with name of the project clearly identified, and bearing the words “SEALED BID ENCLOSED”. Use of the included BID LABEL is recommended.
- B. Bids shall be based upon the drawing and specifications included in the IFB and any District issued Addenda and each bidder shall acknowledge the receipt and inclusion of any further instruction or addenda which may be issued prior to receipt of proposal.
- C. Bids shall be opened publicly by the District, immediately after bid closing time at the office of the Board of Education, 501 Seventh Street, Rockford, Illinois.

2. METHOD OF BIDDING

Bids will be received for a single contract.

3. SIGNING BIDS:

- A. Bids which are signed for a partnership shall be signed by all partners or by an Attorney-In-Fact. If signed by an Attorney-In-Fact, there shall be attached to the bid, a Power of Attorney evidencing such authority.
- B. Bids which are signed for a corporation shall have the correct corporation name thereon and the signature of the president or other authorized officer of the corporation.
- C. Bids shall be made on the form provided which shall not be altered in any way.

4. QUALIFICATIONS:

Statement as to whether the bidder has adequate equipment to do the work properly and expeditiously and Bidder’s shall submit a Qualification Statement on AIA form A305-1986.

5. AWARD

A bid shall be deemed as having been awarded when selected by the Board of Education and formal written notice shall have been duly served by an officer or agent of the District duly authorized to give such notice.

6. TAXES:

The bidder shall not include any Illinois Retailers Occupation or use taxes on tangible property purchased in the State of Illinois in his bid. Exemption Certificates for these taxes will be furnished by the District to the Contractor when requested by him/her in writing. See Section 17 of these instructions regarding sales of tangible property into the State of Illinois.

7. FORM OF CONTRACT:

The agreement shall be the Standard Form of Agreement between District and Contractor, AIA Document A101-2007 (or current form) as revised by District for the specific project, (a form included in bidding

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

documents), including the General Conditions AIA form A201-2007 (or current form) as revised by District (a form included in Invitation for Bid), the Addendum included in the Invitation for Bid and revised for the specific project, the Invitation for Bid, all amendments and addenda to the Invitation for Bid issued by the District, and the successful bidders bid; provided that the District may require execution of a formal written contract.

8. ACCEPTANCE OR REJECTION OF BIDS:

The District reserves the right to reject any or all bids and to waive informalities in order to accept the bid that in its judgment will serve the best interests of the District. Any Bidder may withdraw a bid by written request received by the District at any time prior to the scheduled closing time for receipt of bids.

9. QUESTIONS ON BIDDING DOCUMENTS:

All questions relative to the Invitation to Bid, including specifications, Instructions to Bidders, and Conditions shall be in writing addressed to the District Director of Purchasing only (email addressed to [PurchasingDeptStaff@rps205.com](mailto:PurchasingDeptStaff@rps205.com) accepted). Verbal in person and telephonic questions will not be accepted other than at the pre-bid meeting. No questions may be directed to other District staff or design consultants or representatives other than at the pre-bid meeting. Changes to bidding documents will only apply if contained in an addendum issued by the District.

10. BID DEPOSIT, BONDS AND INSURANCE:

Each Bidder shall provide a Bid Deposit by Bond, Certified Check or Bank Draft in the amount of 5% of the bid total. Bid deposits will be returned to unsuccessful Bidders within (30) days after award. Bid deposits will be returned to the successful Bidder as soon as a Contract is signed and accepted for this IFB. Bidder shall provide to the District prior to commencing work, if awarded a bid, a performance bond and labor and materials payment bond for 100% of its contract and a certificate of insurance on Acord form 25 in the required amount of insurance.

11. EXAMINATION OF SITE:

Bidder shall examine the site(s) of the work prior to bidding. Bidder shall satisfy himself/herself/itself as to existing conditions, local facilities and governing factors under which Bidder will be obliged to operate in performing the work, or that may in any manner affect the work under this contract. No allowance shall be granted for any error or negligence by Bidder resulting from a failure to adequately examine the site(s).

12. PREVAILING WAGE:

This Bid requires that the successful Contractor comply with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting his bid that he will pay the prevailing rate of wage in this area, for the particular type of labor, in accordance with State of Illinois Codes and the Illinois department of Labor. The Contractor and each Subcontractor shall keep an accurate record to show names and occupation of all workmen employed by them in connection with this IFB. The actual hourly wage paid to each shall be recorded. These records shall be open for inspection during all working hours to any authorized District's agent and any authorized agent of the Illinois Dept. of Labor. The following clause shall be a part of this contract. *"If during the course of this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, the prevailing rate of wage is available on the Department of Labor official website. Contractor is directed to such website. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum."*

13. DOCUMENTS TO BE RETURNED:

Forwarded with this bidding document is one complete set of specifications and bidding forms. The bidding forms are included within the bidding document. One copy of the bidding forms are to be returned as your



**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

Bidding Document, along with the Bid Deposit, signatures, and other required information. A self-addressed label, properly identified, is provided for your use.

It is required that the Bidder's signature appears on the following bidding forms:

- A. Statement of No Interest (if applicable)
- B. Bid-Rigging Certification
- C. Minority and Women Owned Business Form
- D. Certification Regarding Debarment Form
- E. Certificate Regarding Lobbying Form
- F. OFAC Compliance Form
- G. Bidder's Certification
- H. Vendor Conflict of Interest Disclosure Form
- I. Bid Offer Form
- J. Certified Cleared Employee List
- K. AIA form A305-1986 Qualification Statement
- L. Form W-9 or substitute form W-9.
- M. Asbestos Notification

14. ILLINOIS FAIR EMPLOYMENT PRACTICES

The bidder's signature on the bid form is acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to wages of laborers, preferences and discrimination and intimidation of employees. The Bidder is specifically subject to the Equal Employment Opportunity requirements of the Illinois Fair Employment Practices Commission and the policies of the Rockford Board of Education. Bidder agrees to comply in all respect with Federal, State and local laws and ordinances pertaining to this bid and to the performance of the Contract in the event bidder is awarded the bid. Provisions of applicable statutes and regulations are hereby incorporated by reference and are a part of the IFB, the awarded bid and any resulting contract as though fully set forth herein.

15. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Pursuant to the Employment of Illinois Workers on Public Works Act, during any time of excessive unemployment (defined as any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures) any person or entity charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Persons or entities entering into a contract with the Rockford Public Schools in which they are obligated to construct or build any public works (defined as any fixed work construction or improvements funded in whole or part by the State of Illinois) agree to abide by the requirements of the Employment of Illinois Workers on Public Works Act.

16. TAX IDENTIFICATION NUMBER:

Under Federal Law and in accordance with instructions from the Department of Treasury and the Internal Revenue Service, the District is required to have on file appropriated tax identification information concerning the Bidder. Bidders will provide a completed form W-9 or substitute form W-9 as included in the IFB.

17. CONTRACTOR RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX:

Bidders acknowledge and understand that any resulting contract for goods and services awarded to a Bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a "retailer maintaining a place of business within this State" as defined by the Use Tax Act (35 ILCS 105/2). (Reference the School Code of Illinois; 105 ILCS 5/10-20.21(b))

18. **PERFORMANCE and PAYMENT BOND:**

The successful bidder will be required to furnish a Performance Bond and a Labor & Materials Payment Bond satisfactory to the Board of Education. The amount of said bond shall be equal to 100% of the bid award and the cost of any said bond shall be included in the bid. Bonds are to be submitted on AIA form A312-2010 (or current form).

19. **SUBSTITUTE PRODUCTS OR MATERIALS PREQUALIFICATION:**

Products or materials proposed as "equal to" or substitute products or materials may not be bid unless pre-qualified by submission of proposed substitutes to the Director of Purchasing including all depictions, supporting documentation and specifications at least five (5) working days before the bid opening and approved by addendum issued by the District. Substitutes not approved by District issued addendum will not be accepted. Substitute proposals may be offered on more than one manufacturer.

20. **PREQUALIFICATION OF BIDDER:**

Bidders are required to furnish evidence satisfactory to the District that the Bidder's proposed subcontractors have sufficient means and experience in the types of work required to assure completion of the project in a satisfactory manner. All bidders are required to properly complete and execute AIA Document A305, "Contractor's Qualification Statement" and submit with the bid.

21. **MINORITY AND FEMALE OWNED BUSINESSES**

District #205 supports the policy of the State of Illinois to support Minority Owned Business Enterprise (MBE) and Female Owned Business Enterprise (FBE). The District seeks to identify and encourage the amount of minority and female involvement in each of the construction-related contracts issued by the District. A bidder will be required to submit the minority certification form enclosed with the bid documents. Additionally, in the event and to the extent State of Illinois funds in excess of \$250,000.00 are awarded to and used by the District for capital construction costs and design services on a school construction project, and goals are established for MBE and FBE participation in such school construction project involving the use of State of Illinois funds, and to the extent such goals are not inconsistent with Federal guidelines the District will follow such goals unless waived. The successful bidder agrees to cooperate with the District to provide necessary information to meet state funding requirements and on participation by MBE and WBE and to assist in meeting goals through certification as a MBE or WBE or certification of subcontractors. If the funds threshold is met for a project, the Invitation for Bid will so designate.

-END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS-

## GENERAL TERMS AND CONDITIONS

“District” means the Board of Education of and Rockford School District No. 205, Winnebago and Boone Counties, Illinois.

“IFB” means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number.

“Bidder” means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders.

“Contract” means the agreement between the Board and Bidder arising from the award of a bid, including a written contract.

“Contractor” means the Bidder awarded a bid.

### 1. BID OPENING.

**1.01** Sealed bids will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District’s possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The District does not prescribe the method by which bids are to be transmitted; therefore, it is not responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104. Use of the BID LABEL included in the IFB is recommended.

**1.02** Please return the required forms and the bid response in a SEALED envelope with the bid number, subject and your firm’s name and address clearly indicated on the envelope. NOTE: FAXED and LATE bids are not acceptable and will be rejected as non-responsive.

**1.03** Bids to be addressed as follows: **Rockford Public School District Purchasing Department  
501 Seventh St., 6<sup>th</sup> Floor  
Rockford, IL 61104  
Attn: Purchasing Department**

**1.04** No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum period of sixty (60) days after the date set for the bid opening.

### 2. BID PREPARATION.

**2.01** Bids must be submitted on the Bid Offer Form provided in the IFB and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids.

**2.02** Bids shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name of person signing should be typed or printed below the signature. Bidder’s signature on the bid documents must be an actual signature; stamped, facsimile or typewritten signatures may disqualify the bid.

**2.03** A Bid Checklist Form is included in the IFB for use to assure all required documents are submitted. Complete and submit the Checklist form with the bid.

**3. BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the bid number must be shown on the envelope. Use of the BID LABEL included in the IFB is recommended.

**4. ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence or errors on the part of the Bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.

### 5. RESERVED RIGHTS.

**5.01** The District reserves the right at any time and for any reason to cancel an IFB, accept or reject any or all bids or any portion thereof, or to accept an alternate offer. The District reserves the right to waive any minor informality or defect in any IFB. Unless otherwise specified, the District will award a bid or reject bids within 60 days. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

**5.02** The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

**6. INCURRED COSTS.** The District will not be liable for any costs incurred by Bidders in responding to an IFB.

**7. AWARD.** The District will evaluate bids and will award a contract to the lowest responsive and responsible Bidder

## GENERAL TERMS AND CONDITIONS

whose bid, conforming to the solicitation and Invitation for Bid will be most advantageous to the District. Determination of the lowest responsible Bidder and bid conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest Bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the Bidder qualifies the bid by specific limitations. The District reserves the right to determine the lowest responsible Bidder and bid on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party. The District, in its discretion, may require the execution of a formal written contract

### 8. PRICING.

**8.01** The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the Contract period.

**8.02** If at any time after a contract is awarded, the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Executive Director of Budget and Purchasing of such reduction by letter. Failure to do so may result in termination of the Contract.

**9. DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts.

**10. SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered only when the bidder has submitted a request for approval of a substitute or "as equal" product or material and the District has approved the product or material as a substitute in an addendum. Bids including non-approved substitutes may be rejected as nonresponsive. Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality and salient characteristics indicated by the brand name and number.

**11. SAMPLES.** Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, bid number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

**12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes will be made by addendum issued by the District. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the offer.

### 13. INDEMNIFICATION AND HOLD HARMLESS.

The Board shall not be responsible for the acts or omissions of any Bidder and the Bidder's employees. The term Board and District, for purposes of this section 13, shall mean and include the Board of Education and Rockford School District No. 205. Bidder agrees to defend, hold harmless and indemnify the Board and every Board member, officer, agent, attorney,



## GENERAL TERMS AND CONDITIONS

servant or employee of the Board from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- a) Any injury to person or damage to property sustained by Bidder, its officers, agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under the Contract, except for such injury or damage wherein it is finally determined that the Board, its board members, officers, agents, attorneys, servants or employees were grossly negligent or committed willful misconduct;
- b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent or intentional act, default, error or omission of Bidder, its officers, agents, representatives, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the Contract;
- c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Board, or any board member, officer, agent, attorney, servant or employee of the Board in connection with Bidder's performance or failure to perform under the Contract.

Bidder at its own expense and risk shall defend any legal proceedings that may be brought against the Board, or any Board member, officer, agent, attorney, servant, or employee of the Board on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Board, its Board member(s), or any officer, agent, attorney, servant, or employee of the Board arising out of any such claim or demand. The Board has and reserves the right to disapprove any attorney or law firm selected by Bidder to defend any such legal proceeding and to select an attorney or law firm to defend any such legal proceeding. The Board shall have the right to set off against any sums due Bidder under the Contract the amount of any indemnity cost, expense and claim under this section 13.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, arising from or relating to acts or omissions of Bidder and/or its employees or agents with regard to the personnel, services, materials and goods provided by Bidder under the Contract, notwithstanding that Bidder may deem the same to be frivolous or without merit. It is intended that this Indemnity be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel, services, material and goods provided by Bidder; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty to the extent and wherein it is finally determined that the Board, its Board members, officers, agents, servants or employees were grossly negligent or committed willful misconduct which caused damage.

When required by statute, this Indemnity and Hold Harmless provision shall be construed in accordance with the Construction Contract Indemnification for Negligence Act (740 ILCS 35/1).

The provisions of this Section 13 and the assumption of defense, indemnity, liability and loss hereunder shall survive termination of the Contract.

**14. DEFAULT.** If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the Contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce the Contract.

**15. INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the IFB, instructions, specifications, drawings or data or Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

**16. WARRANTY.** Bidder warrants that all materials, goods and services furnished hereunder will conform in all respects to the terms of the IFB and all District issued Addenda, including any drawings, specification or standards incorporated

## GENERAL TERMS AND CONDITIONS

herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said materials, goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Bidder also warrants that installation of materials and products are performed in accordance with manufacturer requirements and otherwise in accordance with industry standards. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item if improperly installed at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

**17. REGULATORY COMPLIANCE.** Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including without limitation, the Occupational Safety and Health Act as amended and the rules and regulations of the Illinois State Board of Education, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

**18. ROYALTIES AND PATENTS.** Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof pursuant to the standard set forth in section 13.

**19. COMPLIANCE WITH LAWS AND REGULATIONS.** Bidder represents and warrants that throughout the term of any contract arising from award of a bid and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations including without limitation, the rules and regulations of the Illinois State Board of Education and the Regional Office of Education for Winnebago and Boone Counties.

**20. TERMINATION FOR CAUSE.**

(a) The District may terminate the Contract for cause in whole or in part, without liability:

- i. if deliveries are not made at the time and in the quantities specified,
- ii. if the Bidder fails to perform any of the provisions of the IFB, its bid and the Contract, or so fails to make such progress as to endanger performance of the Contract in accordance with its terms, and in either of these circumstances does not cure such failure within such period of time as the District may direct,
- iii. if it is determined the successful Bidder knowingly falsified information provided to the District,
- iv. if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not,
- v. In the event Bidder is or becomes disqualified from holding public contracts or otherwise provides false information on any certification required in the IFB, or
- vi. in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein.

The District, in the event cause, in the opinion of the District is curable, shall notify the Contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate the Contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the Contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.

(b) Any termination by the District, whether for cause or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.

(c) The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto.

(d) The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

**21. TERMINATION WITHOUT CAUSE.** Unless otherwise specified in the Invitation for Bid, a contract formed by

## GENERAL TERMS AND CONDITIONS

award of a bid or a written formal contract arising from award of a bid may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Contractor. Contractor may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

**22. ASSIGNMENT.** The Bidder may not assign, subcontract, delegate or otherwise transfer a Contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent. Subcontractors identified within a construction bid or forming part of a Bidder's bid subject to the right of the District to accept or reject any bid and District rights relating to acceptance of subcontractors, are approved without further written consent.

**23. FORCE MAJEURE.** The obligations of the Contractor to perform under the Contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Contractor obligated to perform ("Force Majeure Event"). In the event that the Contractor ceases to perform its obligations under any contract formed by award of bid or written contract arising therefrom due to the occurrence of a Force Majeure Event, the Contractor shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Contractor's performance for more than thirty (30) days following notice pursuant to the Contract, the District may terminate this contract immediately upon written notice to the Contractor.

### **24. BID CERTIFICATION.**

**24.01** The Bidder's signature on a bid certifies: (a) The bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization; (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham bid; (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding; (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the District.

**24.02** The Bidder's signature on the Bid Offer Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the IFB or Addenda shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

**24.03** The Bidder's signature on the Bid Offer Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois including, without limitation, laws rules and regulations relating to wages of laborers, and discrimination and intimidation of employees. The bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Bidder agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to this bid and to the performance of the Contract in the event the Bidder is awarded the bid. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference as though fully set forth herein and became a part of this IFB and specifications.

**25. MODIFICATIONS.** The Contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

**26. ADDENDA.** If it becomes necessary to revise any part of this bid, a written addendum will be issued by the District. If the District issues addenda, such addenda shall become part of the IFB and contract documents. A Bidder who fails to obtain the District's addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted.

**27. BINDING EFFECT.** The terms, conditions, provisions, and undertakings of any contract formed by award of a bid shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

**28. PROHIBITED CONFLICT OF INTEREST.** Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Bidder by submitting a bid agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

## **GENERAL TERMS AND CONDITIONS**

**29. EQUAL OPPORTUNITY EMPLOYER.** The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

-END OF GENERAL CONDITIONS-



## SUPPLEMENTARY CONDITIONS

“District” means the Board of Education of and Rockford School District No. 205, Winnebago and Boone Counties, Illinois.

“IFB” means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number.

“Bidder” means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders which are awarded a bid; may also be identified as Contractor which is awarded a bid.

“Contract” means the agreement between the Board and Bidder arising from the award of a bid, including a written contract.

The following supplement, modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA document A201 2007 (or current version), as revised by District and included in the IFB; hereinafter referred to as General Conditions.

Where any Article of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect. In the event of a conflict between the General Conditions and these Supplementary Conditions, which are complementary, the Supplementary Conditions shall prevail.

### 1. INSURANCE.

A. Bidder’s Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises operations
2. Independent Contractor’s protective
3. Products and completed operations
4. Personal injury liability with employment exclusion deleted.
5. Contractual, including specified provision for Indemnification under General Conditions section 13.
6. Owned and non-owned motor vehicles
7. Broad form property damage including completed operations.

B. The insurance required by General Conditions paragraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workman’s Compensation:
  - a. Statutory Workman’s compensation.
  - b. Employers’ liability - \$500,000.00 per accident and aggregate disease.
2. Builder’s Risk Insurance will be carried and covered by the Board of Education separately.
3. Comprehensive General Liability and Contractual Liability limits, Automobile Liability and Umbrella Coverage will depend on the category of the project. Category 1 projects will have a contract amount in the range of \$0.00 to \$1,000,000.00 and category 2 projects will have a contract amount in excess of \$1,000,000.00. The minimum liability limits per category are:

## SUPPLEMENTARY CONDITIONS

## Comprehensive general liability and contractual liability

	<u>CATEGORY 1 CONTRACTS</u>	<u>CATEGORY 2 CONTRACTS</u>
a. Bodily injury:	\$1,000,000.00 each person \$1,000,000.00 each occurrence \$1,000,000.00 aggregate	\$2,000,000.00 each person \$2,000,000.00 each occurrence \$4,000,000.00 aggregate
b. Property damage:	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
c.	Shall include products and completed operations insurance as above for 1 year after final payment (Category 1 AND Category 2).	

## 4. Comprehensive Automobile Liability Category 1 AND Category 2

- |    |                  |  |
|----|------------------|--|
| a. | Bodily Injury:   | \$1,000,000.00 each person<br>\$1,000,000.00 each occurrence |
| b. | Property Damage: | \$1,000,000.00 each occurrence<br>\$1,000,000.00 aggregate   |

## 5. If the General Liability coverage is provided by a commercial liability policy, the:

- |    |  |
|----|--|
| a. | General aggregate shall not be less than \$2,000,000 for Category 1 and \$4,000,000.00 for Category 2 and shall apply in total, to this project. |
| b. | Fire damage limit shall be not less than \$50,000 on any one fire.   |

## 6. Umbrella Liability Coverage:

## CATEGORY 1

## CATEGORY 2

\$3,000,000.00 each occurrence  
\$3,000,000.00 aggregate

\$5,000,000.00 each occurrence  
\$5,000,000.00 aggregate

## C. Certificate of Insurance:

The insurance shall be written on the Comprehensive General Liability Policy Form. An insurance certificate shall be submitted on current Accord Corporation form 25 showing the full legal name of the Bidder. The certificate must show the coverage is current as of the date of bid award and shall be renewed and in full force at all times to completion of the Contract. Renewal certificates must be submitted to the District when issued. Contractor shall name the District as additional insured on a primary and non-contributory basis on all liability coverages.

## D. Cancellation Notice:

All certificates and policies shall indicate that the carrying company will not cancel without giving the District notice in writing thirty (30) days prior to date cancellation is to become effective.

## E. Subcontractors Comprehensive Insurance:

Bidder should protect itself by requiring subcontractors to maintain workman's compensation insurance and insurance of the same kind in amounts specified above.

## F. Contractors Comprehensive Insurance:

Bidder shall carry sufficient comprehensive insurance on Bidder's equipment at the work site and in route to and from the work site. Bidder shall require similar coverage of subcontractors. The District accepts no responsibility to provide Bidder insurance coverage and accepts no liability for loss or damage to Bidder's machinery, vehicles or equipment.

## SUPPLEMENTARY CONDITIONS

### 2. INDEPENDENT CONTRACTOR.

2.01 Bidder is and expressly agrees to be an "Independent Contractor" and nothing in the Contract is intended nor shall be interpreted or construed to create an employer/employee relationship with Bidder or any of its employees. Bidder is solely and completely responsible for its employees and compliance with all tax and employment costs including, without limitation, withholding obligations, Federal and State Income Tax, Social Security, Unemployment Compensation and Workers Compensation.

2.02 Bidder expressly agrees that it shall bear all risk of loss, remain liable for any such taxes, contributions, or deductions and shall indemnify the Board, its members, agents, officers, employees, successors and assigns for any liability including interest, penalties and attorney's fees, if any, assessed against the District as a result of any violation of this provision. At the option of the Board, if such expense is assessed against the District, such expense may be withheld by the Board in reasonable pro rata amounts from compensation subsequently paid to Bidder.

2.03 Bidder hereby covenants and agrees that Bidder shall not represent to any third party that Bidder or its employees are employees of the Board. The Board is not a party to nor is the Contract subject to any union contract or collective bargaining procedures involving Contractor's employees. The provisions of this Section 2 shall survive termination of the Contract.

### 3. CLEANING AND PROTECTION OF BUILDING.

The Contractor shall not allow rubbish, debris, or unused material related to the execution of the Contract to accumulate on the premises. Contractor shall on a daily basis or otherwise as directed by the District's representative or designee, clean or pay the cost of cleaning all debris and dirt, etc., which may accumulate on the site due to the execution of the Contract.

### 4. PROJECT MANAGEMENT/DESIGNATED REPRESENTATIVE.

4.01 The District reserves the right to engage the services of a third party Program or Project Manager to represent the District or to self-manage a project. If self-managed, references in the bidding documents to Project Manager or Program Manager shall mean the District's project manager or designated representative.

4.02 In the event this project is managed by a third-party manager, representative or designee, all communications, requests and instructions shall be copied to the District and the District's third-party manager.

4.03 Bidder shall follow the instructions and decisions of District's representative or designee as though made and issued by District. District's representative or designee shall designate the permitted hours of construction activity for this project and Bidder shall not conduct construction or other activities relating to the project at the project site outside the permitted hours without the express prior consent of the District's representative or designee.

### 5. SCHEDULE OF VALUES.

5.01 Contractor shall submit a schedule of values to the Architect before submitting the first payment request on AIA Document G703 - 2017 (or current) filed with the District in accordance with Article 9 of General Conditions.

5.02 The schedule of values and a complete submittal log listing all submittals as delineated in the drawings and specification shall be submitted by Contractor not more than 30 calendar days following receipt of the Notice of Award.

5.03 Contractor, not more than 45 days following the Notice of Award, shall provide to the District a complete list of subcontractors and suppliers and adjust the schedule of values to accurately reflect all subcontract and purchase order values.

5.04 All submittals as delineated in the drawings and specifications shall be submitted within 60 days following the receipt of the Notice of Award.

5.05 The deadlines for submittals and the schedule of values may require accelerated submission to meet project milestones. Accelerated submission is within the discretion of the Contractor.

## SUPPLEMENTARY CONDITIONS

### 6. CHANGE ORDER PROCEDURES.

In order to process change orders, it is important that procedures are followed and documentation provided in a manner that allows timely processing. Field Orders will be issued for all changes that occur on the project. The Field Order may be in the form of an email message from the District's project manager with the Field Order number in the Subject line. Changes are typically associated with a response to a RFI, Architect's Supplemental Instructions (ASI), or Field Conditions.

#### 6.01 FIELD ORDERS.

A Field Order will be issued for all change conditions. It is a document that tracks changes to the project and will provide directions for processing. All change order requests must include the Field Order number and the number of any related ASI.

The Field Order provides direction on how to proceed.

- You are authorized to proceed with the change, subject to the method of payment listed in the following section, or
- You are directed not to proceed until you have submitted all cost and schedule information within 7 days and the costs have been approved by RPS.

There are 4 methods of payment:

- **No Cost** - means that the information that you have received is a clarification of information contained in your contract and will not require a change to your contract
- **Lump Sum** - means that an agreement exists on a lump sum amount for a contract modification. This is rarely used as a way to process contract changes.
- **Time and Materials** - tickets will need to be submitted to the District through its Project Manager or other designated representative on a daily basis. Tickets that are not submitted on a daily basis will be subject to rejection. A signed ticket does not guarantee additional payment or acceptance of pricing. The signature is only to confirm that the time spent on a particular task has been documented. The only authority that can accept, approve, and or modify changes to the contract is a District project representative. A District employee that is not a project representative is not authorized to commit the district for additional work. This would include but not be limited to school administrators, teachers, or maintenance personnel.
- **Submit Quotations** - submit a Change Order Request subject to the change order requirements listed in a subsequent section of this document. Please note that you are not to proceed with any additional work unless you have a signed field order. If you proceed with extra work without a signed field order you do so at your own risk.

#### 6.02 CHANGE CONDITIONS.

**RFI's.** All RFI's will be submitted by the general contractor to the Architect of Record with a copy sent to the Project Manager. The response will include a field order will direct you on how you are to proceed.

**BULLETINS.** When an ASI is issued, a Field Order will be included and it will direct you on how to proceed.

**FIELD CONDITIONS.** If you encounter unknown conditions and think that you are entitled to additional compensation, notify the Architect of Record and the Project Manager immediately and include all appropriate documentation. A Field Order will provide direction on how you are to proceed.

#### 6.03 CHANGE ORDER REQUESTS.

To aid in the processing of change orders, we will need certain information included in each of the change order requests. A detailed cost breakdown that includes quantities, labor hours, labor and material costs need to be included for each trade that is requesting additional compensation. Please use the Cost Proposal Worksheet available from the District Project Manager. Include all backup that is needed to evaluate the change order request. Examples of this would be quotes received from subcontractors, material suppliers, sketches that identify how quantities were calculated, worksheets, and pictures may also be appropriate for our analysis.

## SUPPLEMENTARY CONDITIONS

### 6.04 FEES.

The fees shall be calculated as a lump sum to all changes. The fees are to be calculated per the information provided below.

#### GENERAL CONTRACTOR FEES

12% allowed for self-performed work- this includes overhead, profit, bond and insurance.

5% allowed for subcontracted work - this includes overhead, profit, bond and insurance.

#### SUBCONTRACTOR FEES

12% allowed for self-performed work - this includes overhead, profit, bond and insurance.

5% allowed for sub-subcontractor work - this includes overhead, profit, bond and insurance

### 6.05 LABOR RATES/CHARGES.

Hourly labor rates are limited to the following charges:

- Hourly Wage
- Fringe Benefits
- FICA
- FUTA
- SUTA
- Workmen's Compensation
- General Liability (if premiums are based upon payroll cost)
- Small tools and consumables

Workmen's compensation rates must reflect the EMR of the Contractor and incorporate any discounts afforded to the Contractor by its carrier. Workmen's compensation rates must be based upon the classification of work actually being performed on the project.

Allowance for small tools and consumables shall be limited to 5% of the hourly wage.

Contractor may be required to document the General Liability rate. Equipment and vehicles shall not be included in the hourly wage. Equipment can be included in the change order proposal as separate costs if such items are required for the work. No charges for bonds shall be allowed as this is included in the 12% markup on labor and materials.

## 7. APPLICATION FOR PAYMENTS.

- A. Payment requests shall be with 10% retainage. Applications per payment shall be submitted monthly. Upon issuance of a certificate of substantial completion by the design professional, Contractor may request reduction of retainage to the greater of 5.00% or twice the value of outstanding punch list items and closeout work. Value of outstanding punch list items and closeout work shall be determined by the design professional. Final request for the "retainage" amount shall submitted after completion of "Final Acceptance of Contracted Project" form.
- B. "Request for Payment" shall be submitted to the Architect on AIA Document G702/G703 - 2017 (or current). A Partial Waiver of Lien will be required, concurrent with each payment request, in the net amount of each request. Waivers of lien from each subcontractor and material supplier to whom payment has been made, shall be required with subsequent payment requests. Final waiver of lien from subcontractors and material suppliers shall be submitted with final pay request.
- C. The District's Board of Education regular meetings generally occur on the second and fourth Tuesdays of each month (except one meeting in July and December) as specified by Board of Education Resolution and found on the web site for the Board of Education as the Board Calendar ([www.rps205.com](http://www.rps205.com)). Architect approved payment requests must be received in the Finance Department not less than 10 business days prior to a scheduled Board meeting for the request to be considered at that Board meeting.
- D. The Board of Education shall comply with the provisions of the Local Government Prompt Payment Act, 50 ILCS 515/1, et. seq.



## SUPPLEMENTARY CONDITIONS

8. GUARANTEES.

If within one (1) year after the date of “Final Acceptance of Contracted Project” any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct the defect promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. The District shall give such notice promptly after discovery of the condition.

9. CONFLICT OF INTEREST.

The State of Illinois School Code is very explicit in its direction as to the relationship of the parties involved in contracts and transactions. Section 33-5 (105 ILCS 5/33-5) of said code:

*No member or employee of the Board of Education shall be directly or indirectly interested in any contract, work, or business of the District, or in the sale of any article, the expense, price or consideration of which is paid by the District nor in the purchase of any real estate or property belonging to the District or which shall be sold by virtue of legal process at the suit of the District. Whoever violates any provision of this Section shall be guilty of a Class A misdemeanor. (P.A.-2267)*

10. TEMPORARY USE OF FACILITIES.

9.01 Utilities. District will allow use of District’s existing electric, gas and water utilities conditioned on full compliance with Architect’s connection and use specifications. District may revoke any or all utility use at any time or times in the event such use disrupts or interferes with the normal daily operations of District schools. Utility use is restricted to use directly associated with the construction of the project. Utility use for winter heating is restricted to work areas which are permanently enclosed, including windows temporarily enclosed.

9.02 The Contractor may NOT use District toilet facilities or washrooms.

11. EMPLOYEE CONDUCT.

**All of Contractor’s employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any Contractor employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District and the direction of the District’s representative or designee relating to access to and conduct upon District Premises.**

**Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings and on school grounds for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List.**

**Contractor employees, agents and principals and its consultants and consultant’s employees and agents shall not be permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant’s employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.**

**Contractor employees accessing school grounds where students attend are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor’s identification at which time the individual must present a government issued photo identification which will be used to verify the individual’s name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover**

## SUPPLEMENTARY CONDITIONS

**identification must be returned to the school. Contractor employees who access District grounds where no students attend (such as new school construction and administrative buildings where students do not attend) must carry a government issued photo identification which can be used to verify their name on the Certified Cleared Employee List.**

**Not less than 10 days prior to the commencement of work, Contractor shall submit to the District, with a copy to District's representative or designee, a written certification on a form provided by District (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings and on school grounds), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.**

**The District and District's representative or designee may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and where necessary, have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.**

12. **MANDATORY PRE-CONSTRUCTION CONFERENCE.**

Prior to beginning the work, Bidder shall meet at the project site or other location designated by the District, with District's representative or designee, installers, installers of related items, and other entities including (where applicable) District's insurer and Architect. A Record of discussions and agreements will be kept and a copy furnished to each participant.

The conference shall be conducted not less than 7 nor more than 21 days prior to the commencement of construction and shall be scheduled by the District's representative or designee. District's representative or designee may schedule additional mandatory conferences in its discretion. District's representative or designee shall provide advance notice to participants prior to convening Pre-construction Conferences.

13. **COMPLETION REQUIREMENTS.**

The Order to Proceed, which will be issued by the District at a date following the bid award, will indicate the date the work is to commence and establish the milestone dates if not otherwise set forth in the IFB or the Contract.

14. **MEASUREMENT AND LAYOUT.**

Before ordering material or doing work, each Bidder shall be responsible for measuring the physical dimensions of the site to his/her needs sufficient to execute the work desired by the District. Bidder shall be responsible for the correctness of measurements. Measurements given on the drawings are for references only, for which the District accepts no responsibility for accuracy.

15. **SITE SECURITY.**

Bidder shall be responsible for site security including the erection of temporary construction site fencing which shall be of a chain link variety and which shall be maintained by Bidder at all times from commencement of construction to final acceptance of the Work. Bidder shall take reasonable actions in order to restrict access to construction sites, both inside and outside of District buildings, 24 hours per day, 7 days per week until construction is complete. Bidder shall provide site security to assure that unauthorized persons do not access the construction site (outside of school buildings) and proper barricades and safety notices and warnings are posted within buildings to assure the integrity and safety of persons and property in buildings and on the construction site, construction activities and construction materials.

## SUPPLEMENTARY CONDITIONS

16. **CONSTRUCTION ACTIVITIES.**  
No construction activities shall occur on construction sites and within school buildings outside the limits established by District or District's representative or designee. District's representative or designee shall issue construction time periods with proper description as to when and where construction activities may occur at each construction and school site. No construction activities shall proceed in the absence of appropriate barricades and warnings.
17. **BID.** Each Contractor is to return one (1) set of their bid with original signatures.
18. **ASSIGNMENT OF WARRANTIES/DELIVERY OF MANUALS.**  
On or before the date of substantial completion of the project, Bidder shall assign to District all right, title and interest in and to equipment and product warranties issued by the product manufacturer. Bidder shall provide to District's representative or designee a complete list of all products and equipment furnished and or installed by Bidder in and to the project along with the name of the manufacturer of each product and item of equipment and take all necessary steps to transfer warranties to the District. Bidder shall within the same time frame deliver to District all product and equipment manuals installation instructions and operating instructions and registration materials.
19. **COMPLIANCE WITH FREEDOM OF INFORMATION ACT.**  
The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of the Contract, Bidder agrees to and shall provide to the District, copies of any and all such documents when directed to do by the District. All such documents shall be delivered to the District's Legal Department NO LATER THAN five (5) working days after the date of the District's direction to provide such documents. Failure of the Bidder to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Bidder which shall be paid immediately by the Bidder upon demand of the same by the District.
20. **RECORDS MAINTENANCE AND SECURITY.**
  - a. **Records.** The Bidder shall establish and maintain a reasonable accounting system that enables the District to readily identify Bidder's assets, expenses, costs of goods and use of funds related to this Agreement (Records). Such Records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers, including those for out-of-pocket expenses, other reimbursement supported by invoices; Contract amendments and change order files; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; training records; and correspondence. In addition, without limiting the foregoing, Bidder shall maintain a record of training of its employees including the nature and extent of training, a record and copy of required employee licenses for operation of vehicles and equipment and shall produce such records upon demand by the District.
  - b. **Retention.** The Bidder shall, at all times during its performance of the Contract and for a period of three years after the termination of the Contract, maintain Records, together with all supporting or underlying documents and materials. Bidder shall upon written request by the District at any time or times, whether during or after termination of the Contract, and at Bidder's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Bidder's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 17b, prior to destruction of the Records, Bidder shall provide not less than thirty (30) days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. District shall ensure the District's right to access and audit the Records in the possession of, created or maintained by Bidder and its agents and representatives. Bidder shall notify in writing its agents and representatives of the requirements of records, retention and audit as set forth in this paragraph

## SUPPLEMENTARY CONDITIONS

17. Any and all contracts or agreements between Bidder and any other party related to the Contract shall expressly include the records retention and audit provisions of this paragraph 17.
- c. **Audit.** The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by Bidder, its agents and representatives. Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 17b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Bidder to the District in excess of one-half of one percent (0.5%) of the total Bidder Contract billings in which event the entire cost of the examination or audit shall be Bidder's cost and Bidder shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Bidder, its employees, agents or representatives, Bidder shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Bidder fails to pay such costs within thirty (30) days of demand by the District, the District may offset any such costs unpaid by Bidder from any balance due Bidder or at the election of the District, proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Bidder.
  - d. **Records Ownership and Security.** Bidder hereby acknowledges and agrees that all records, information and documents, whether in electronic or written form or otherwise, received by Bidder from the District or otherwise obtained or received by the Bidder, its employees, agents and representatives during or in conjunction with performance of the Agreement and all records, whether in electronic or written form or otherwise, created by Bidder in performance of its obligations under the Contract (The Records) shall be and remain owned by the District. Bidder shall use all reasonable and timely means to protect and preserve all such records and to deliver the same to the District upon demand. The Records are subject to access and examination by the BOARD and any federal agency with relevant responsibility for any federal grant funds providing funding for this Agreement.  
Bidder shall cooperate and produce The Records for inspection and examination by any governmental agency, including District, providing funding for the Contract.
  - e. **Confidentiality.** The Records and all documents and information received, accessed or observed by Bidder in performance of the Contract shall be and remain confidential. In the performance of its obligations under the Contract, Bidder may acquire access to certain information, including but not limited to, information concerning students and/or school personnel, and other confidential and/or proprietary information, including the Records (collectively, "Confidential Information"). Bidder will not, absent court order issued by a court of competent jurisdiction, without the prior written consent of the District, and regarding student record information, without the express prior written consent of the parent/guardian, disclose, re-disclose or make available to anyone, at any time, either during Bidder's engagement with the District or following termination of the Contract, for any reason whatsoever, any of the Confidential Information. The provisions of this Section shall survive the termination of the Contract.
21. **TITLE AND STORAGE.**
- 20.01 Title to goods, machinery, equipment and materials furnished under a bid Contract shall remain in the Contractor until delivered and accepted or installed in a project. Contractor is responsible for the security, including risk of loss and insurance, of all such goods, machinery, equipment and materials until accepted by the District or installed in a project. Title to such goods, machinery and equipment will transfer to the District upon the later of delivery and acceptance by the District's designated representative or installation or incorporation of such item(s) into the project.
- 20.02 In the event a Contract requires custom, specially fabricated or specialty manufactured products, goods, machinery or equipment (not including commodity items) and delivery of such item(s) is required in advance of installation of or incorporation into a project in order to meet construction milestones, Contractor may submit a pay request for such item(s) in storage and prior to installation or incorporation into the project upon the following conditions:

### SUPPLEMENTARY CONDITIONS

- a) The item(s) is in fact a custom product, specially fabricated or specialty manufactured solely for the project;
- b) The item(s) is delivered more than 30 days in advance of installation or incorporation into the project;
- c) The item(s) is stored at an insured and bonded warehouse facility located in Winnebago or Boone Counties Illinois at Contractor's expense and under the name of both Contractor and the District and Contractor provides a storage receipt issued by the warehouse;
- d) The item(s) cannot be released from storage without consent of the District;
- e) In the event of termination of the Contract, the District may offset any payments made to Contractor for the item(s) against any amounts otherwise due Contractor or, at the option and sole discretion of the District, recover from Contractor the amount of payment made for the item(s) or take delivery of the item(s);
- f) Contractor presents a certificate of insurance for the full contract value of the item(s) in storage;
- g) Contractor accepts all risk of loss and damage of such item(s) until installed in or incorporated into the project;
- h) The Contractor marks or tags the item(s) as for the District project using the IFB number and project title and provides photographs of the marking to the District. A District representative may inspect and verify the item(s) and photographs, marks or tags such item(s);
- i) Payment by the District for such item(s) does not relieve Contractor or its obligations under the Contract nor warranty.

### QUESTIONS

Any questions regarding this bid must be submitted in writing to the Director of Purchasing (email at [PurchasingDeptStaff@rps205.com](mailto:PurchasingDeptStaff@rps205.com)).

-END OF SUPPLEMENTARY CONDITIONS-

**Prevailing Wage rates for  
Winnebago County  
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	BLD		37.75	38.75	1.5	1.5	2	8.52	17.79	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		18.95	0.00	1.5	1.5	2	2.70	3.35	0.00	0.00
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		39.42	42.17	1.5	1.5	2	10.10	12.02	0.00	0.89
CARPENTER	ALL	BLD		39.40	43.73	1.5	1.5	2	10.39	13.90	0.00	0.60
CARPENTER	ALL	HWY		43.74	45.49	1.5	1.5	2	10.65	14.00	0.00	0.49
CEMENT MASON	ALL	ALL		36.99	39.74	1.5	1.5	2	10.85	15.49	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		33.88	33.88	1.5	1.5	2	9.40	5.86	0.00	0.75
COMMUNICATION TECH	ALL	BLD		39.00	42.90	1.5	1.5	2	12.84	13.67	0.00	0.78
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		45.50	50.05	1.5	1.5	2	12.84	18.73	0.00	0.91
ELEVATOR CONSTRUCTOR	ALL	BLD		46.83	52.68	2	2	2	13.57	14.51	3.77	0.60
GLAZIER	ALL	BLD		39.53	39.53	1.5	1.5	1.5	10.55	8.20	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		33.83	36.87	1.5	1.5	2	9.10	20.67	0.00	0.48
IRON WORKER	ALL	ALL		38.33	44.08	2	2	2	12.27	24.57	0.00	0.60
LABORER	ALL	BLD		32.84	33.84	1.5	1.5	2	8.52	17.79	0.00	0.80
LABORER	ALL	HWY		35.00	35.75	1.5	1.5	2	8.52	20.73	0.00	0.80
LABORER, SKILLED	ALL	HWY		37.75	38.50	1.5	1.5	2	8.52	20.73	0.00	0.80



LATHER	ALL	BLD		39.40	43.73	1.5	1.5	2	10.39	13.90	0.00	0.60
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		33.88		1.5	1.5	2	9.40	5.86	0.00	0.75
MARBLE MASON	ALL	BLD		36.71	36.96	1.5	1.5	2	9.40	8.02	0.00	0.80
MATERIAL TESTER I	ALL	ALL		33.56	0.00	1.5	1.5	2	8.24	16.39	0.00	0.80
MATERIALS TESTER II	ALL	ALL		33.56	0.00	1.5	1.5	2	8.24	16.39	0.00	0.80
MILLWRIGHT	ALL	BLD		38.52	42.37	1.5	1.5	2	9.40	15.00	0.00	0.60
OPERATING ENGINEER	ALL	BLD	1	45.80	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	2	45.10	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	3	42.65	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	4	40.65	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	5	49.55	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	6	48.80	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	7	45.80	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	1	45.65	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	2	45.10	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	3	43.80	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	4	42.35	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	5	40.90	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	6	48.65	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	7	46.65	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
PAINTER	ALL	ALL		38.55	40.55	1.5	1.5	1.5	10.30	8.46	0.00	1.35
PILEDRIVER	ALL	BLD		39.94	44.33	1.5	1.5	2	9.75	13.05	0.00	0.60
PILEDRIVER	ALL	HWY		43.74	45.49	1.5	1.5	2	10.65	14.00	0.00	0.49
PIPEFITTER	ALL	BLD		47.30	50.61	1.5	1.5	2	8.79	11.94	0.00	1.45
PLASTERER	ALL	BLD		34.78	38.26	1.5	1.5	2	10.85	15.84	0.00	0.50
PLUMBER	ALL	BLD		47.30	50.61	1.5	1.5	2	8.79	11.94	0.00	1.45
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		41.24	44.54	1.5	1.5	2	6.90	18.36	0.00	0.39
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STONE MASON	ALL	BLD		39.42	42.17	1.5	1.5	2	10.10	12.02	0.00	0.89

TERRAZZO FINISHER	ALL	BLD		33.88		1.5	1.5	2	9.40	5.86	0.00	0.75
TERRAZZO MASON	ALL	BLD		36.71	36.96	1.5	1.5	2	9.40	8.02	0.00	0.80
TILE LAYER	ALL	BLD		39.40	43.73	1.5	1.5	2	10.39	13.90	0.00	0.60
TILE MASON	ALL	BLD		36.71	36.96	1.5	1.5	2	9.40	8.02	0.00	0.80
TRUCK DRIVER	ALL	ALL	1	35.02	0.00	1.5	1.5	2	8.60	8.60	0.00	0.20
TRUCK DRIVER	ALL	ALL	2	35.17	0.00	1.5	1.5	2	8.60	8.60	0.00	0.20
TRUCK DRIVER	ALL	ALL	3	35.37	0.00	1.5	1.5	2	8.60	8.60	0.00	0.20
TRUCK DRIVER	ALL	ALL	4	35.48	0.00	1.5	1.5	2	8.60	8.60	0.00	0.20
TUCKPOINTER	ALL	BLD		39.42	42.17	1.5	1.5	2	10.10	12.02	0.00	0.89

### **Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

Explanations WINNEBAGO COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

### **EXPLANATION OF CLASSES**

**ASBESTOS - GENERAL** - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. **ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

#### LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, con-crete burning machine operator, coring machine operator, plaster ten-der, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, haz-ardous waste worker, lead base paint

abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TTeamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable



Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.