



PLEASE DO NOT USE STAPLES TO BIND THE BID RESPONSES.

City of Rockford, Illinois USA
425 East State Street
Rockford, Illinois 61104-1068 USA
779-348-7164-voice 800-380-7175-fax
www.rockfordil.gov

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Section 1
Bid Instructions
and
Contract
Conditions

BIDDING AND CONTRACT GENERAL CONDITIONS

The following shall be made part of the terms and conditions of the contract ("Contract") entered into between the City of Rockford (City) and Vendor (also referred to herein as "bidder," "awarded vendor," and "contractor") if awarded the contract. Vendor's submission of a bid or proposal constitutes acceptance of these Conditions:

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

2. Total versus "Per Item" Awards. The City generally awards contracts on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

3. Delivery of Merchandise. Delivery terms will always be Freight-On-Board (FOB) Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in the invitation to bid or as otherwise permitted by Illinois law.

5. Prompt Payment Act. The City of Rockford intends to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar Vendor from bidding for a period of up to three (3) years.

7. Legal Compliance. Vendor will at all times observe and comply, and will cause its subcontractors to observe and comply, with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this contract. Provisions required by law, ordinance, rules, regulations, or executive order to be inserted in this contract will be deemed inserted, whether or not they appear in it. In no event will failure to insert such required provisions prevent the enforcement of applicable law. Lack of knowledge of applicable law on the part of Vendor will in no way be cause for release of this obligation. If the City becomes aware of violation of any

laws, ordinances, rules and regulations on the part of Vendor or subcontractor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

Vendor must pay all required taxes and obtain all licenses, certificates, or other authorization required in connection with the performance of its obligation hereunder, and Vendor must require all subcontractors to also do so. Failure to do so may result in rejection of Vendor's bid, cancellation of an award to Vendor, or termination of this contract with Vendor.

By entering into a contract with the City, Vendor certifies that to the best of its knowledge, its principals and any subcontractor used in the performance of this contract meet City requirements and have not violated any City ordinance, code, state, federal, or local rules or regulations, and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if at any time Vendor becomes aware of such information, it must immediately disclose it to the City.

8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

9. Safety. Prevention of accidents at any project is the sole responsibility of Vendor and its subcontractors, agents, and employees. Vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. Vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last ten (10) years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within fourteen (14) calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to Vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than five (5) percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance and Payment Bond. When required by the specifications herein, the awarded vendor shall furnish a performance and payment bond equal to the amount of the contract, acceptable to the City, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors and leased operators of equipment in the required Subcontractor Utilization Form. Information contained in this form must be complete and accurate, to the best of Vendor's estimating ability at the time of bid, and will be relied upon by the City in projecting Minority and Women Business Enterprise subcontractor utilization for awarded City contracts. Any changes in subcontractor utilization from that which is provided on the Subcontractor Utilization Form must be made immediately in writing by submitting a new form to the City's Equal Opportunity Compliance Officer and the City Project Manager or designee. When subcontractors are used, Vendor must pay subcontractors

for satisfactory performance no later than thirty (30) days after receipt of each payment from the City.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to Vendor for convenience, if the Rockford City Council does not appropriate sufficient funds to complete the contract, or in the event of default by Vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The City's written notice of termination shall specify the effective date of termination. Vendor shall discontinue providing goods or services after such effective date, and the City shall not be liable for goods or services provided by Vendor thereafter. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list and place the firm on the City's debarred list for a period of up to three (3) years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely Vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to Vendor at their request and expense.

19. Equal Employment Opportunity. Vendor shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights (IDHR) Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335).

Pursuant to IDHR's Rules and Regulations and the City's EOE Ordinance, the awarded vendor shall comply with the following terms and conditions during the performance of this contract:

- a) Vendor will not discriminate against any employee, including apprentices, or applicant for employment, including training programs, because of race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service; and, further, that Vendor will examine all job

classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- b) If Vendor hires additional employees in order to perform this contract or any portion of this contract, Vendor will determine the availability (in accordance with Section 750) of minorities and women in the areas from which Vendor may reasonably recruit and will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- c) In all solicitations and advertisements for employees placed by Vendor on its behalf, Vendor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- d) Vendor will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Section 750 of the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with the Act and Part 750, Vendor will promptly notify the Illinois Department of Human Rights and the City of Rockford and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- e) Vendor will submit reports as required by Part 750, furnish all relevant information that may be requested by the Illinois Department of Human Rights or the City of Rockford, and in all respects comply with the Act, the Department's Rules and Regulations, and the City of Rockford's Equal Opportunity Employment Ordinance. *Vendor's failure to complete the City's required Equal Employment Opportunity Certifications or Vendor and Subcontractor Workforce Data Forms will result in disqualification of Vendor's bid or proposal.*
- f) Vendor will permit access to all relevant books, records, accounts, and work sites by personnel of the City of Rockford and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Act, IDHR's Rules and Regulations, and City of Rockford EOE Ordinance.
- g) Vendor will include verbatim or by reference the Equal Employment Opportunity Clause (44 Ill. Admin. Code, Chapter X, Appendix A) in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, Vendor will be liable for compliance with applicable provisions of this clause by subcontractors. Further, Vendor will promptly notify the City of Rockford and

the Illinois Department of Human Rights if any subcontractor fails or refuses to comply with the provisions of sections (a) through (f) of this paragraph. Vendor shall not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within seven (7) days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of the invitation to bid, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and posted on the Department's website at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> .

- (a) The Act does apply to owner-operators.
- (b) When applicable, all awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements.
- (c) Under the Act, it is mandatory upon Vendor to insert into each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under this contract. It is also the Vendor's responsibility under the Act to verify and pay *current* wage rates, as the Department may change them from time to time.
- (d) It is Vendor's obligation to understand what the Act requires, and to comply accordingly. *Failure on the part of the City to provide proper written notice regarding the applicability of the Prevailing Wage Act does not relieve Vendor or subcontractors of the obligation to comply with the Act when applicable, nor does it relieve them of their obligation to pay back wages when owed.*
- (e) Vendor and all subcontractors shall make all records required under the Prevailing Wage Act available for inspection, copying, or transcription by authorized representatives of the City of Rockford or Department of Labor. Vendor shall further permit such representatives to interview employees during working hours on the job. If Vendor or subcontractor fails to submit the required records or make them available, the City may take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request may be grounds for debarment action.

26. Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. A copy of proof of submission, including the reported wage information, must be submitted to the City with the request for payment. The City reserves the right to withhold payment due to the awarded vendor until the vendor complies with this or any other provision of the Act.

27. Substance Abuse Prevention. Before Vendor commences work on a public works project, it must have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.), to be filed with the City and made available to the general public, for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-

accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over \$50,000, Vendor must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in Vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon sections 343 and 414 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for Vendor under the Illinois Workers' Compensation Act (820 ILCS 305/1 *et seq.*), disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, Vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act (29 USC Ch. 15 §651 *et seq.*) and the Contract Work Hours and Safety Standards Act (40 USC Ch. 37 §3701 *et seq.*) and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall Vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Insurance Requirements. Upon execution of the contract, and prior to Vendor commencing any work or services with regard to the project, Vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and Vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 IO 10 01 and CG 20 3 7 1001 (or substitute forms providing equivalent coverage) naming the City as

Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All awarded vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirement shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- a) Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b) Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- c) Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate
- d) Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- e) Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least thirty (30) days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, Vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by Vendor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

31. Conflict of Interest. Each bidder affirms, by submission of a response to this bid or request for proposals, it has no interest and will not acquire any interest in any enterprise, project, or contract that would conflict in any manner of degree with the performance of the work, services, or goods to be provided hereunder. Bidder further affirms that no person having such an interest will be employed to perform any work or services under the contract, and that no employee of the City of Rockford is directly or indirectly interested in the bid or proposal for any reason of personal gain.

32. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

33. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/0.01 *et seq.* governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

34. Compliance with Stormwater Management Ordinance and IEPA General Construction Permit. Vendor must comply with the City's Stormwater Management Ordinance and Illinois EPA's General Construction Permit. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the Stormwater Management Ordinance and IEPA's General Construction Permit is required. It is also required that Vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, 12/31/2023. These records are subject to audit and are to be made available immediately upon request by the City or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that Vendor will be required to keep on file upon request of the City. Violation of this section and with the City's Stormwater Management Ordinance may result in a fine. Additional information can be found at: <https://rockfordil.gov/274/stormwater-environmental-team/>

35. Acceptance or Rejection of Bids and Proposals. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

36. Minority and Women Business Enterprise Policy. It is the policy of the City of Rockford to strongly encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities. The City requires information regarding Vendor's good faith efforts to identify MWBE subcontractors on the Subcontractor Utilization Form required to be completed and submitted with Vendor's bid or proposal. An up-to-date list of the City's certified MWBEs can be found at: <https://rockfordil.gov/279/purchasing/>.

37. Veterans Preference. Vendor shall comply with the Veterans Preference Act (330 ILCS 55/1 *et seq.*) in its employment to fill positions for the construction, addition to, or alteration of public works contracted for by the City. This Act requires that preference shall be given to veterans who possess the business capacity necessary for the proper discharge of the duties of employment. Vendor is not required to give preference to veterans who are not residents of the City of Rockford over City residents who are not veterans. A person who has been a member of the Illinois National Guard shall be given priority over a person who has been a member of the National Guard of any other state.

Veterans under the Act are defined as persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:

- a) The veteran served a total of at least six (6) months;
- b) The veteran served for the duration of hostilities regardless of the length of engagement;
- c) The veteran served in the theater of operations but was discharged on the basis of a hardship; or
- d) The veteran was released from active duty because of a service connected disability and was honorably discharged.

Vendor shall insure that the preceding provision is inserted in all subcontracts entered into to furnish labor for the construction, addition to, or alteration of public works in connection with this contract.

38. Non-barred Bidder. Vendors affirms, by submission of a response to this bid or request for proposals, that Vendor is not barred from bidding on this contract as a result of a conviction for violation of state law prohibiting bid rigging or rotating.

39. City Debarment. The City of Rockford reserves the right to bar Vendor from future bidding opportunities with the City if false information is submitted as part Vendor's bid response or proposal, Vendor has committed any violation of law, or Vendor fails to comply with the terms and conditions of this contract.

40. Non-Assignment. Neither this Contract nor any of the rights, interests or obligations under the Agreement shall be assigned, in whole or in part, by written agreement, merger, consolidation, operation of law, or otherwise by either party without the prior written consent of the other party.

41. Governing Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules and, to the extent

applicable, the copyright laws of the United States of America. In the event of a dispute under this Contract, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.

42. Severability. In the event that any clause, provision, or portion of these General Conditions or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions.

43. Local Business Adjustment to Bid Award. For Public Works or Construction contracts the use of local business adjustment (up to a maximum 5 percent of the contract price, but not more than \$20,000 whichever is less) may be authorized. To receive the local business adjustment the bidder must meet the qualifications of a local bidder (described below) and request the local business adjustment be implemented for that bid. The downward adjustment shall then be applied automatically to the local bidder's bid if doing so will cause the local bidder's bid to match the bid of a non-local bidder who would otherwise be the lowest qualified bidder. Any bidder requesting application of the local bidder adjustment shall acknowledge and agree to the potential of the reduction in their overall bid at the time of its bid submission. Should a bidder requesting the local business adjustment be declared the lowest bidder and thereafter decline to be awarded the project, that bidder shall be prohibited from requesting the application of a local business adjustment for a period of one year. In instances where more than one local bidder requests local business adjustment, the adjustment will be applied to the next lowest local bidder only, however, if the next lowest bidder did not request the adjustment, then the local bidder who did elect would get the adjustment and award.

A local bidder is an individual or entity that (1) has established a place of business within Winnebago, Boone, Ogle, or Stephenson County; (2) has paid a minimum of \$5,000 in sales tax in Winnebago County during the 12 months prior to bid submission; and (3) can demonstrate that at least 50% of its employees reside within Winnebago, Boone, Ogle, or Stephenson County.

A bidder that requests local business adjustment is certifying that they are in compliance with the above description. If the City determines the bidder is not in compliance the bidder may be barred from bidding for a period of up to three years.

44. Sexual Harassment Policy Requirement. Every party to a public contract and every eligible bidder shall have a written sexual harassment policy in accordance with the Equal Employment Opportunities; Affirmative Action (775 ILCS 5/2-105). The written policy must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Act.

Instruction to Bidders

1. The bidder shall insert the price for all bid items and all other information requested in the Bid Form attached or a computer generated schedule of prices. All computer-generated schedule of prices submitted must be correct and correspond to the latest schedule of prices issued by the City of Rockford or the bid may be rejected. All prices shall be net and shall be the full, delivered cost to the City of Rockford, including all factors whatsoever. Failure to comply with this requirement will constitute rejection of bid.

2. The City requires the improvements specified to be completed under the following guidelines:

3. Bidders bidding on any City of Rockford construction projects for CIP (Capital Improvement Projects) must be pre-qualified with the State of Illinois according to Section 102 of the Standard Specifications for Road and Bridge construction of the Illinois Department of Transportation. An "Affidavit of Availability" issued by the Department of Transportation must accompany each sealed bid.

The bidder, prior to receiving an award, must submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation and an "Affidavit of Availability"

4. It shall be mandatory that the awarded vendor and subcontractors comply with the Illinois Preference Act (IL Rev. Stat., Ch. 48, Par. 2201-2207) requires that on Illinois-resident workers be employed on Public Works Projects in times of excessive unemployment.

5. The bidder receiving award of this contract by the Rockford City Council shall submit the following information and be issued a notice to proceed prior to start of work:

a. Construction schedule including starting date, project phasing controlling factors; and, estimated payment schedule (in Microsoft Projects format, one hard copy and one digital copy);

b. Material suppliers including plant locations and State certification.

c. A final, accurate Subcontractor Utilization Form and Subcontractor Workforce Data Forms for each subcontractor to be used. If the subcontractor fails to submit all required EEO compliance forms to Vendor or if the subcontractor is found to be in noncompliance, the City of Rockford may require that the subcontractor in question not be utilized on the project. The City of Rockford also reserves the right to take whatever action necessary to meet all EEO requirements.

6. Bidders are only required to return to the City the forms listed in the Required Forms section of the bid document, along with any special information that may be requested of firms as part of the general or special provisions. Sections 1, 3, and 4 of the bid document need not be returned to the City.

7. Bidder Questions during Bidding.

All questions regarding the bidder's preparation of this bid, pertaining to the drawings and specifications, shall be compiled in writing and e-mailed to Anne Wilkerson, (anne.wilkerson@rockfordil.gov) City of Rockford, Finance Department, at least 72 hours prior to bid time.

Questions received less than 72 hours before the designated bid time cannot be answered by addendum.

Oral statements will not be binding to City of Rockford or Vendor.

Any questions deemed by City as requiring a response will be answered by addendum issued to all bidders and will become a part of the Contract.

Subcontractors must direct their questions through Vendor only.

The consulting Architect and/or the consulting Engineer shall not be contacted direct without prior authorization from City.

8. These instructions are to be considered an integral part of any proposal.

9. Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

10. Questions regarding Bid/RFP specs should be addressed to analyst listed in specs section.

FINANCE AND PERSONNEL COMMITTEE
Anne Wilkerson
Central Services Manager

Section 2

Required Forms

City of Rockford
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

All bidders seeking to do business with the City of Rockford must complete this certification. **Failure to sign this Certification will result in disqualification of Vendor's bid or proposal.** Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

1. **Compliance with EEO Law.** Vendor acknowledges and certifies that, if awarded a contract with the City of Rockford, it is subject to and will comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to: the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), and the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335); and, for federally-funded construction contracts (only), Executive Order 11246, as amended, and relevant U.S. Department of Labor regulations regarding equal employment opportunity for federally assisted construction contracts (see 41 CFR Part 60).
2. **Discrimination Prohibited.** Vendor certifies that it is its policy to provide equal employment opportunity and that it prohibits discrimination against any employee or applicant for employment due to race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service. Further, Vendor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization, as is required by the Illinois Department of Human Rights Rules and Regulations for Government Contracts.
3. **Non-Segregated Facilities.** Vendor certifies that it provides facilities at its place of business without segregation except where separate facilities for a person of the opposite sex are required. Vendor also certifies that it will, to the greatest extent possible, not assign employees to work at any location where facilities are so segregated and that it will insert into its subcontracts the provisions of this paragraph for work performed under this contract and obtain the same certification from subcontractors.
4. **Government Exclusion, Debarment, or Suspension.** Vendor certifies that it is not subject to any exclusion, debarment, suspension, or other disciplinary action by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision. Additionally, if at any time Vendor is subject to such exclusion, suspension, or debarment during the contract period, Vendor certifies that it will immediately disclose this information to the City's EOC Officer.

City of Rockford
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

5. **Subcontracting.** Vendor certifies that, if awarded a public contract with the City of Rockford, it will include verbatim or by reference the provisions of the City's General Conditions *Equal Employment Opportunity* paragraph 19 in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed. For federally funded construction contracts, the conditions described in paragraph (8) of the "Equal Opportunity Clause for Federally Assisted Construction Contracts" and paragraph (2) of the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" must also be included in every subcontract. Vendor acknowledges that it is responsible for the compliance of all of its subcontractors with this provision. Vendor also certifies it will not utilize any subcontractor excluded, debarred, suspended, or otherwise disciplined by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision, and that it will notify the City's EOC Officer if any subcontractor fails to comply with such provision.
6. **MWBE Procurement Policy.** Vendor understands that it is the policy of the City of Rockford to encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities. Vendor certifies that it has worked in good faith to comply with this policy by contacting MWBE businesses for subcontracting opportunities when possible (list can be found at <https://rockfordil.gov/279/purchasing/>). For federally funded construction projects (only), Vendor further certifies it has demonstrated good faith efforts to meet the women and minority subcontracting goals set forth in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity."

Signature of Vendor

Date

City of Rockford
SUBCONTRACTOR UTILIZATION FORM

**THIS FORM MUST BE COMPLETED EVEN IF YOU DO NOT PLAN TO USE
SUBCONTRACTORS**
(COMPLETE SECTIONS I, II, AND V IF YOU DO NOT PLAN TO USE SUBCONTRACTORS).

All Vendors seeking to do business with the City of Rockford must provide information about all subcontractors that will be used. **A Subcontractor is any person or business that supplies any of the work, transportation or labor services, supplies, equipment, or materials under a contract with Vendor.** Failure to complete this form will result in disqualification of Vendor's bid or proposal. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

Section I—Vendor/Prime Contractor Information

Is this an update to a previously submitted Subcontractor Utilization Form? Yes No

Vendor Name:			
Project Name:		Bid or RFP Number:	
Total Proposal/Bid Amount (over the full term of the contract):			
Vendor Contact Name:		Contact Phone: Contact Email:	
Vendor Certification Status: Minority Business Enterprise Women Business Enterprise None			

Section II--Subcontractor Utilization

Will subcontractors be used? Yes (complete rest of form) No (proceed to Section V)

Section III—Subcontractor Selection

Please list information for ALL subcontractors Vendor *believes it will* use. Vendor may make changes or additions to its list of subcontractors by submitting an updated form to the City's EOC Officer after award, if needed.

Subcontractor Name	MBE or WBE? (Y/N)	Amount	% of Total Proposal/Bid	Scope of Work

If more than six subcontractors will be used, please complete the [Subcontractor Utilization Form--Supplement](#).

City of Rockford
SUBCONTRACTOR UTILIZATION FORM

If Vendor plans to use subcontractors, but has not yet identified some or all of the subcontractors to be used, please explain why:

--

Section IV—MWBE Subcontractors Contacted

It is the policy of the City of Rockford to encourage and promote the award of subcontracts to qualified and available Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities (a list of MWBEs can be found at <https://rockfordil.gov/279/purchasing/>). Please list the MWBEs Vendor has contacted regarding subcontractor opportunities for this proposal/bid (MWBE subcontractors selected and listed in Section III do not need to be listed again here):

MWBE Business Name	Method of Contact (e.g. phone, email)	Why not used?

Section V—Signature

The undersigned certifies that the information provided herein is truthful, accurate, and complete. Further, Vendor acknowledges that if it is awarded the contract, this information must be kept up to date by Vendor. According to the City's General Conditions Paragraph 16, **any changes in subcontractor utilization must be immediately made in writing** by submitting a new form to the City's Equal Opportunity Compliance Officer (contact information provided at the top of this form). A complete and accurate list of subcontractors will be required prior to beginning work on the project, if awarded.

Signature

Date

Name

Title

City of Rockford
VENDOR WORKFORCE DATA FORM

The City must collect information in an effort to monitor Vendor's compliance with the Illinois Human Rights Act, Illinois Department of Human Rights Rules and Regulations, and City of Rockford Equal Employment Opportunity Ordinance. **Failure to complete this form will result in disqualification of Vendor's bid or proposal.** Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

Part I: Vendor Information

Vendor Name:	Bid or RFP Number:
Project Name:	IDHR Number ¹ :
	Expiration:
Date:	Estimated Duration of Work:
Vendor's EEO Contact Name:	Contact Email:
Title:	Contact Phone:

Part II: Vendor Workforce Data

Please provide the *number* of individuals employed by Vendor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included with this form.

W - White B - Black H – Hispanic/Latino A - Asian AI - American Indian, Alaskan or Hawaiian Native
Tw—Two or more race/ethnicity T – Total

JOB CATEGORY	MALE							FEMALE							TOTAL
	W	B	H	A	AI	Tw	T	W	B	H	A	AI	Tw	T	
Officials and Managers															
Professional Workers															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															

¹ Bidders must have an Illinois Department of Human Rights Eligibility Number if 1) bidder employs 15 or more persons, AND 2) if the bid or proposal will total more than \$100,000.

City of Rockford
SUBCONTRACTOR WORKFORCE DATA FORM

This form is ***required*** if Vendor will be using one or more subcontractors to complete work or perform services for the City. A Workforce Data Form must be completed for ***each*** subcontractor. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

Part I: Identification

Subcontractor Name:	Bid Number:
Project Name:	IDHR Number: Expiration:
Date:	Estimated Duration of Work:
Subcontractor's EEO Contact Name:	Contact Email: Contact Phone:

Part II: Subcontractor Workforce Data

Please provide the *number* of individuals employed by subcontractor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included on the next page of this form.

W - White B - Black H – Hispanic/Latino A - Asian AI - American Indian, Alaskan or Hawaiian Native
Tw—Two or more race/ethnicity T – Total

JOB CATEGORY	MALE							FEMALE							TOTAL
	W	B	H	A	AI	Tw	T	W	B	H	A	AI	Tw	T	
Officials and Managers															
Professional Workers															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															

Job Category Descriptions

Officials and Managers: Jobs occupied by administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents, salaried supervisors who are members of management, and purchasing agents and buyers.

Professionals: Jobs requiring bachelor or graduate degree and/or professional certification or comparable experience. Includes: accountants and auditors, architects, chemists, computer programmers, designers, editors, engineers, lawyers, scientists, registered professional nurses, personnel and labor relations specialists, physicians, and surveyors.

Technicians: Jobs requiring a combination of basic scientific knowledge and manual skill which is often obtained through 2 years of post-high school education or through equivalent on-the-job training. Includes: drafters, surveying and mapping technicians, engineering aides, junior engineers, mathematical aides, emergency medical technicians, and licensed practical nurses.

Sales Workers: Jobs engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, securities, commodities, and financial services sales agents, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers.

Administrative Support Workers: Jobs involving non-managerial tasks providing administrative and support assistance, primarily in office settings. Includes: office support, bookkeepers, accounting and auditing clerks, dispatchers, data entry workers, collectors (bills and accounts), messengers and office helpers, shipping and receiving clerks, typists and secretaries, telephone operators, and legal assistants.

Craft Workers: Jobs requiring higher skill in areas including: construction (building trades craft workers and their formal apprentices); natural resource extraction workers; installation, maintenance and part replacement of equipment, machines and tools; and some production occupations that are distinguished by the high degree of skill and precision. Includes: boilermakers; brick & stone masons; carpenters; electricians; painters; glaziers; plumbers, pipefitters & steam fitters; roofers; elevator installers; earth drillers; oil & gas rotary drill operators; blasters & explosive workers; mechanics; electric & electronic equipment repairers; millwrights; and tool & die makers.

Operatives: Jobs involving operation of machines, factory-related processing equipment, or equipment to facilitate the movement of people or materials. These occupations require intermediate skill level and usually do not require more than several months of training. Includes: machine operators; electrical & electronic equipment assemblers; semiconductor processors; testers; graders & sorters; bridge & lock tenders; truck, bus or taxi drivers; industrial truck & tractor (forklift) operators; conveyor operations; and hand packers & packagers.

Laborers and Helpers: Jobs requiring limited skills and brief training to perform tasks that require little or no independent judgment. Includes: production & construction worker helpers; construction laborers; refuse & recyclable materials collectors; landscapers, grounds maintenance workers, and laborers performing lifting, digging, mixing, loading and pulling operations.

Service Workers: Jobs in food service, personal service, cleaning service, and protective service occupations. Skill may be acquired through formal training, job-related training or direct experience. Includes: food service workers; medical assistants and other healthcare support occupations; transportation attendants; cleaners; janitors; porters; transit and railroad; police and fire fighters; guards; private detectives and investigators.



Local Public Agency

County

Street Name/Road Name

Section Number

All contractors are required to complete the following certification

☐ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

Bidder

Title

Address

Signature & Date

City

State

Zip Code



Local Public Agency

County

Section Number

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WE, _____ as PRINCIPAL, and
_____ as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ of _____
Day Month and Year

Principal

Company Name

--

Signature & Date

By:

--

Title

--

Company Name

--

Signature & Date

By:

--

Title

--

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

--

Signature of Attorney-in-Fact

Date

By:

--

--

STATE OF

COUNTY OF

I _____, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month and Year

Notary Public Signature & Date

--

(SEAL, if required by the LPA)

Date commission expires _____

Local Public Agency

County

Section Number

--

--

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ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--

City of Rockford
ILLINOIS PREVAILING WAGE ACT NOTICE AND ACKNOWLEDGEMENT

Failure to sign this acknowledgement will result in disqualification of Vendor's bid or proposal.

Prevailing Wage. The work included in this bid/request for proposal calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and up-to-date rates are posted on the Department's website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. This Act does apply to owner/operators (e.g. a business where the owner is an employee doing work on the job). If awarded this contract, Vendor must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements. *It is your responsibility, as a bidder, to understand the amount this law requires you to pay workers (including yourself as an owner, if applicable) while working on this City of Rockford project— and to bid accordingly.*

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. *The City reserves the right to withhold payment to Vendor until Vendor displays compliance with this provision of the Act.*

By signing below, Vendor acknowledges the applicability of the Prevailing Wage Act to the work that will be performed for the City of Rockford and, if the contract is awarded to Vendor, agrees to comply with the Act.

Vendor Name: _____

Bid/RFP Number: _____

Bid/RFP Title: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date

City of Rockford
LCPTRACKER VENDOR INFORMATION FORM

The City uses an online system called LCPtracker to collect the certified payrolls Vendor must file with the City in compliance with the Prevailing Wage Act (820 ILCS 130/5 (a)(2)). The City will use the information provided in this form to set up a project in the LCPtracker system, where Vendor will be required to file certified payroll (due the 15th of the month for the preceding month).

- 1. City's Bid Number or PO Number:**
- 2. City's Project Name:** _____
- 3. Company Name (Vendor):**
- 4. Vendor's Address:** _____
- 5. Vendor's City and State:** _____
- 6. Vendor's Zip Code:**
- 7. Vendor's 10 – Digit Phone Number:** _____
- 8. Federal Tax ID Number:**
- 9. Ethnicity of Vendor:** _____
- 10. Principal's Name:**
- 11. Principal's Title:**
- 12. Contact's Nameⁱ:**
- 13. Contact's Email Address:**
- 14. Prime Approver's Nameⁱⁱ:**
- 15. Prime Approver's Email Address:**
- 16. Union Status:** ____ Union ____ Non-Union
- 17. Owner Operator?** ____ Yes ____ No
- 18. City-Certified MBE or WBE?** Yes No
- 19. Start Date of Project:** _____
- 20. Bid or PO Amount:** _____
- 21. If you will employ apprentices for City work, please attach pay scale for them.**

For questions about EEOs, contact Contract and Grant Compliance Officer, by email at (779) 348-7264.

ⁱ The Contact is the person who will manage Vendor's LCPtracker online account and who will use that account to *enter and certify payroll* information in the online system.

ⁱⁱ The Prime Approver is the person who will be responsible for *approving payroll* entered by Vendor and all subcontractors utilizing his or her LCPtracker prime approver online account. The Contact and Prime Approver may be the same person (who will utilize two different accounts to perform each function).

**Acknowledgement of Stormwater Management Ordinance and IEPA General Construction Permit
(ILR10) Requirements**

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and IEPA's General Construction Permit, if applicable. Both documents can be found on the City of Rockford website at:

<https://rockfordil.gov/274/stormwater-environmental-team/>

The IEPA General Construction permit can also be located at:

<https://www2.illinois.gov/epa/topics/forms/water-permits/storm-water/Pages/general-permits.aspx>

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Illinois EPAs General Construction Permit and agree to comply with the terms outlined therein.

Person, Firm or Corporation

Authorized Signature

Acknowledgement of Addenda

By indicating below, we acknowledge receipt of the addenda listed.

Addendum _____	Date _____
Addendum _____	Date _____
Addendum _____	Date _____
Addendum _____	Date _____
Addendum _____	Date _____

Person, Firm or Corporation

Authorized Signature

The City of Rockford may respond to requests for information or pro-actively provide more information by posting addenda to bid packages on the City website. The City and its personnel are not responsible for notifying potential vendors of any addenda to bid packages posted to the [City's website](#). The City may, but is not required to, provide notification of new addenda via one or more of the same methods by which the original bid request was posted. Vendors who fail to account for information or requests included in these addenda may have their bids disqualified. THEREFORE, IT IS EXTREMELY IMPORTANT THAT POTENTIAL VENDORS MONITOR THE [CITY WEBSITE](#) FOR ANY ADDENDA TO THE ORIGINAL BID PACKAGES.

**CITY OF ROCKFORD, ILLINOIS
PROPOSAL NO. _____**

BIDDER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (Name of party signing affidavit)

_____, (Title) being duly sworn
do depose and say:

That material to be furnished for the above designated proposal number shall be supplies from bins, stockpiles or stock materials that conform to the specification set forth herein.

(Signature and title)

Sworn to be before me this _____ day of _____, 2020.

(Notary Public)

My commission expires _____.

(SEAL)



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

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For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
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Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Affidavit of Availability

For the Letting of

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

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	2	3	4	Awards Pending	1
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
	- -
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Section 3

Bid/RFP

Specifications



**Illinois Department
of Transportation**

Special Provisions

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, Adopted **January 1, 2024**, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures of Materials” in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of **Edgewood Lakes Drainage Repair**, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

SECTION 1 – GENERAL PROVISIONS

1.1 DESCRIPTION OF WORK.

The City of Rockford requests bids from qualified companies to provide all labor, materials, equipment, and supplies necessary for the **Edgewood Lakes Drainage Repairs** as described in these specifications. The work consists of removing the existing metal storm sewer pipe from the drainage ditch and installing new concrete and PVC storm sewer pipe as well as two new manhole structures.

1.2 CONTRACT SUBLETTING-COOPERATION AMONG SUBCONTRACTORS.

The following is in addition to Section 108.01 of the IDOT Standard Specifications and shall read as follows:

"Total contract costs" shall equal the sum of the pay items listed in the contract. Prior to the approval of any subcontracts by the Owner, the Contractor shall designate those Pay Items that are to be subcontracted. Subcontracted pay items shall include all labor, materials and equipment to complete the pay item, as required by the contract, including purchase and delivery of materials to the job site. The determination of Contractor's own organization work shall be those pay items that are constructed at the job site with the Contractor's labor and equipment. Labor shall include all personnel working for the Contractor. The cost of that portion of "total contract cost" which is subcontracted shall be determined by multiplying the unit cost as designated in the Pay Item, times the actual units provided, as physically constructed at the job site, and finally verified by the Owner. No division of individual Pay Items between the Contractor and Subcontractor(s) shall be permitted. Any violation of this paragraph may result in disqualification of the Contractor from future bids.

It shall be the responsibility of the Contractor to ensure full cooperation among the Subcontractors doing work on the project.

All Subcontractors to be utilized by the Contractor shall provide Ownership with a Project Specific Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said Subcontractor.

1.3 CONTROL OF WORK.

No work shall be done by the Contractor until a pre-construction meeting has been held and until a 48 hour notice has been provided to the City's Project Manager.

The Contractor and/or their sub-Contractor shall contact any resident prior to a temporary loss of access to their house a minimum of 48 hours but not more than 72 hours, prior to the commencement of these activities. The morning of the work, the Contractor will again be required to notify the residents door to door. The Contractor should provide information regarding the anticipated time that full access will be restored. Coordination between activities should allow for work to be done in a timely manner to permit access to the roadway.

1.4 CONSTRUCTION INSPECTION.

Any work performed without the presence of an Owner's designated representative to inspect said construction shall not be accepted for payment as directed by the Owner. Contractor shall notify Ownership a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

City representatives shall only be available between 7:30 am and 3:30 pm on weekdays. Inspectors will not be available on Saturdays, Sundays and official City of Rockford holidays. Except for work required to maintain warning lights, barricades and other safety/health-related systems, no work shall be performed on Saturdays, Sundays, legal holidays, or between 3:30 p.m. and 7:30 a.m. on other days without specific permission of the Owner. Additionally, no work will be allowed in certain areas of the project on days as specified by the City of Rockford.

Owner will provide services as needed for construction observation/inspection between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, except for official City of Rockford holidays. Should the Contractor work outside these hours whether by his choice or in response to an emergency situation, Contractor shall pay for excess observation time at a rate of \$70.00 per hour per inspector for the number of construction observation/inspection hours expended by the Owner's designated representatives. The applicability of this excess engineering cost shall be determined on the basis of the representative's work hours expended **in each individual day** and shall not be predicated upon Contractor's work hours on preceding days or the Contractor's proposed schedule for completing the Project. Moneys due the Owner for excess engineering shall be deducted from the project's final application for payment.

1.5 EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS.

Ownership does not guarantee the completeness or accuracy of the information shown on any plans regarding gas and water mains, sewers, inlets, buffalo boxes and power lines, poles or any other existing utilities or drainage structures. The Contractor shall make their own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before commencing work. The Contractor shall report to the Owner any omissions or differences in location from that shown on any project plans. Care should be taken while working near these utilities to prevent their damage.

1.6 REQUIREMENTS FOR WATER MAIN VALVE SHUT OFF.

- a) Contractor shall obtain the permission of the Water Superintendent, or his designee, prior to any water main valve shut off.
- b) Contractor shall notify all water customers affected by the water main valve shut off at least 24 hours in advance, using forms supplied by the Water Division.

- c) Contractor shall notify the Water Division Operations Center Operator (779-348-5712) prior to any water main valve shut off and provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11-20-10.5):
- Streets and boundaries of shut down
 - Time of shut down
 - Approximate duration of shut down
 - Number of customers affected
 - If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.
- d) Contractor shall notify Water Division Operations Center Operator upon completion of repairs and restoration of water service.
- e) Contractor shall demonstrate, to the satisfaction of the Owner, that water service at each residence or business affected by the shutdown has been restored once the water service line has been reconnected.
- f) Contractor shall meet with Water Division personnel at least two (2) days prior to start of construction to coordinate exercising valves and determining valve shut off patterns during construction. The shutdown shall be allowed to proceed only after the Water Division representative has determined that the required valves are functioning. The Contractor shall be responsible for turning valves on and off during construction and accepts the responsibility for any and all damage to City property during construction.
- g) All costs of work associated with scheduled water main valve shut off shall be included in the individual bid items and no additional compensation shall be allowed.

1.7 REQUIREMENTS FOR UNSCHEDULED (EMERGENCY) WATER MAIN VALVE SHUT OFF:

- a) In the event the Contractor must perform an unscheduled water main valve shut off; the Contractor shall notify the Water Division Operations Center Operator (779-348-5712) as soon as possible.
- b) The Contractor shall notify all water customers affected by the water main valve shut off and the need to boil water as soon as possible, using forms supplied by the Water Division.
- c) The Contractor shall provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11-20-10.5):
- Streets and boundaries of shut down
 - Time of shut down
 - Approximate duration of shut down
 - Number of customers affected
 - If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.

- d) If the Contractor is involved in repairs, the Contractor shall notify Water Division Operations Center Operator upon completion of repairs when water service has been restored.

1.8 FAILURE TO COMPLETE WORK ON TIME.

The Schedule of Deductions for Each Day of Overrun in Contract Time shall be according to Section 108.09 of the IDOT Standard Specifications.

1.9 MAINTENANCE OF DRIVEWAYS.

Contractor shall provide vehicular access to residential or commercial/industrial driveways that shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is open to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access. Any aggregate used to maintain access to driveways shall be considered incidental to the various bid items.

1.10 EROSION CONTROL AND NPDES COMPLIANCE.

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper erosion control as indicated in this General Provision to this Contract.

This work shall conform to the applicable portions of section 280 of the Standard Specifications and the attached details and all requirements set forth in the General NPDES Permit No. ILR10. The management practices, controls and other provisions contained in the erosion and sediment control plan must be at least as protective as the requirements contained in the Illinois Urban Manual.

Any deviation of installation practices from the standard details shall be submitted to the Engineer for approval prior to placement.

The Contractor shall name a person at the preconstruction meeting who shall be on the jobsite during construction and who shall be responsible for ensuring the erosion control work is completed in a timely manner.

Any disturbed areas shall be kept to a practical minimum and shall be temporarily seeded, mulched, sodded or paved within 7 calendar days; except where Construction activity will resume on a portion of the site within 14 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased. Best management practices will be in place downslope of the disturbed areas until final stabilization has occurred.

Any excess construction materials on site must be properly disposed of. All excess concrete material must be disposed of in an approved concrete washout container. NO CONCRETE IS TO BE WASHED INTO THE PARKWAY. The type, size, location and design of the concrete washout structures may vary but each must be approved prior to use. Concrete washout structures used on this project are considered incidental to the contract and will not be considered for additional payment.

When excess topsoil and excavated material is removed from the site, the Contractor shall take special precautions to avoid tracking or spilling dirt onto the adjacent roadways. If excavated material is spilled outside of the job site, the Contractor shall remove the debris and clean the pavements to the satisfaction of the Engineer, and properly dispose of the material.

1.11 SCHEDULING OF WORK.

Contractor shall abide by the City of Rockford Construction Noise Ordinance (Sec. 17-6) for all work with the following exception. In certain areas (some commercial and/or industrial areas), the Contractor may be required to work outside of these hours. Ownership may waive specific requirements of the City of Rockford Construction Noise Ordinance on an individual case basis.

Contractor acknowledges that alterations to the construction sequencing and schedule may be required for coordination with any third-party utilities. Contractor shall be responsible for any necessary coordination with utility companies. Any delay to the contract caused directly or indirectly by third party utilities shall not be cause for adjustment to the contract sum.

The Contractor is responsible for preparing the initial schedule in the form of an activity on arrow diagram which shall include activity description and duration, two copies shall be submitted to the Engineer at the preconstruction meeting. The construction time, as determined by the schedule shall not exceed the specified contract time. The schedule shall be updated the first of each month, when there is a delay in completion of any critical activity, or when the contract is modified causing additions, deletion or revision of activities required.

1.12 REMOVAL OF OLD CASTINGS.

Any manhole, handhole and inlet castings to be replaced shall be removed from the jobsite the same day that the new casting is installed. Used castings shall be disposed of at a designated location at the City Yards for recycling. The address of the City Yards is 523 S. Central Avenue, Rockford, IL 61102.

1.13 EXAMINATION OF THE PROJECT SITE.

Bidders should carefully examine the project site(s), to eliminate misconceptions, verify dimensions, elevations, working conditions, transportation and storage facilities. Bidders should give due consideration to same in preparing their proposals as no exceptions will be considered after

awarding the contract; nor will the Contractor be entitled to any extra compensation for their failure to verify conditions at the site.

1.14 SITE ACCESS AND SECURITY

The Contractor shall at all times during construction provide a secure site within the construction zone to the satisfaction of the City of Rockford and the Engineer. In complying with this provision, the Contractor shall recognize that the construction zone is used on a daily basis for business purposes. As such, it is essential that access to all businesses be maintained at all times.

1.15 PROTECTION OF PERSONS AND PROPERTY.

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident(s), from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

Any damage to property outside of what has been asked in these specifications shall be restored to its original state or as directed by the Engineer, at the Contractor's expense.

1.16 WORK IN RIGHT OF WAY.

All work in the public right of way shall be done in accordance with Chapter 26 of the City of Rockford Code of Ordinances.

1.17 PERMITS AND NOTICES.

The City of Rockford will issue permits for work on City property. When applicable, the Contractor is responsible for procuring permits from the Illinois Department of Transportation when working within the State Right of Way. City of Rockford permitting fees are waived for City projects.

1.18 PROPER BACKFILLING.

All trenches shall be backfilled, from the bottom of the trench to the centerline of the pipe, with granular backfill or approved native material. The backfill material shall be deposited in the trench for its full width on each side of the pipe simultaneously, distributed evenly by hand, carefully packing the backfill material under the haunches of the pipe and compacted by tamping.

All trenches shall be backfilled, from the centerline of the pipe to a depth of one (1) foot above the top of the pipe, with granular backfill or approved native material compacted by tamping. The contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving the pipes. Ag Lime materials will not be allowed for backfill material.

When the type of backfill is not indicated in the plans, or elsewhere specified, the trench shall be backfilled, from one (1) foot above the pipe to the finished grade, with native material, or other materials approved by the Engineer, in twelve (12) inch layers compacted by tamping.

Granular backfill material is required under pavements, curbs, driveways, or sidewalks planned to be constructed within one (1) year after backfill. The area requiring such granular backfill shall be indicated in the plans. Where the excavation is made through or within two (2) feet of permanent pavements, curbs, driveways, or sidewalks, or where such structures are undercut by the excavation, or where such structures may reasonably be expected to be constructed over or within two (2) feet of the excavation within one (1) year after backfilling, the entire backfill to the subgrade of the structures shall be made with granular backfill material, as approved by the Engineer, placed in six (6) inch layers, loose measurement, and compacted to not less than ninety-five (95) percent of standard laboratory density in accordance with the requirements of ASTM Standard D-698.

SECTION 2 – SPECIAL PROVISIONS

2.1 MOBILIZATION

Description. This work shall conform to Section 671 of the Standard Specifications and shall consist of preparatory work and operations necessary for beginning work on the project.

Method of Measurement. This work will be measured for payment per lump sum.

Basis of Payment. This work will be paid for at the contract unit price per lump sum for MOBILIZATION.

2.2 STORM SEWER REMOVAL 12"

Description. This work shall conform to the applicable portions of Section 551 of the Standard Specifications. This work shall include the removing of the entire length of the existing pipe run, plugging all remaining openings in the existing structures, and backfilling the remaining trench with aggregate/trench backfill as required.

Method of Measurement. This work will be measured for payment in place on a per linear foot basis. Measurement shall be along the centerline of the pipe as measured from inside face to inside face of upstream and downstream structures.

Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWER REMOVAL of the diameter specified. Plugging of openings will not be measured for payment separately and shall be considered incidental to the Storm Sewer Removal pay item. Trench backfill will not be paid for separately and will be considered incidental to the Storm Sewer Removal pay item.

2.3 REMOVE EXISTING FLARED END SECTION

Description. This work shall consist of the removal and proper disposal of existing flared sections and grates/fittings at the locations shown in the plans. This work shall be performed as detailed in the plans and according to Section 605 of the Standard Specifications.

Removal of the small bushes around the flared end section shall be considered incidental to the price of this item and no additional compensation shall be made.

Method of Measurement. This work will be measured for payment on a per each basis.

Basis of Payment. This work will be paid for at the contract unit price per each for REMOVE EXISTING FLARED END SECTION.

2.4 MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID

Description. This work shall conform to Section 602 of the Standard Specifications, the details provided in the drawings, and the applicable IDOT Highway Standards.

Flat slab tops shall be provided and installed as required to meet the specified grade and invert requirements outlined. Precast reinforced concrete sections shall be used to the extent possible for the construction of this item. This item shall include furnishing and installing a cast iron frame with open lid.

Precast concrete manhole sections provide without fillets shall have cast in place concrete fillets installed after the manhole and all incoming and outgoing pipes are installed to ensure a suitable flowline to the outgoing pipe. Concrete fillets shall be constructed out of Class SI concrete.

Method of Measurement. This work will be measured for payment on a per each basis.

Basis of Payment. This work will be paid for at the contract unit price per each for MANHOLES of the type and diameter specified and with the frame and lid specified.

2.5 STORM SEWERS, CLASS A, TYPE 1, 24"

Description. This work shall conform to Section 550 of the Standard Specifications.

Trench backfill and compaction necessary to complete this item shall be considered incidental to the price of this item and no additional compensation shall be made.

Storm sewer material shall be reinforced concrete culvert, storm drain, and sewer pipe or reinforced concrete elliptical culvert, storm drain, and sewer pipe as specified on the plans. Storm sewer joints shall be sealed with preformed rubber gaskets and all pipe lift holes shall be sealed to make the storm sewer watertight at all locations.

Method of Measurement. This work will be measured for payment on a per linear foot basis. Measurement shall be along the centerline of the pipe as measured from the inside face to inside face of upstream and downstream structures.

Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWERS, CLASS A, TYPE 1, 24".

2.6 STORM SEWERS, CLASS B, TYPE 1, 24" ADS N-12

Description. This work shall conform to Section 550 of the Standard Specifications.

Trench backfill and compaction necessary to complete this item shall be considered incidental to the price of this item and no additional compensation shall be made.

Storm sewer material shall be high-density polyethylene conforming with the minimum requirements of cell classification 435400CC, as described in the latest version of the ASTM D3350 and as specified on the plans. Storm sewer joints shall be bell and spigot connections and shall utilize a welded bell and valley or saddle gasket meeting the watertight joint performance requirements of AASHTO M252, AASHTO M294, or ASTM F2306.

Method of Measurement. This work will be measured for payment on a per linear foot basis. Measurement shall be along the centerline of the pipe as measured from the inside face to inside face of upstream and downstream structures.

Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWERS, CLASS B, TYPE 1, 24" ADS N-12.

2.7 METAL FLARED END SECTION 24"

Description. This work shall conform to Section 542 of the Standard Specifications. This work shall consist of furnishing and installing a metal flared end section as shown at the location shown in the plans. The attachment of the flared end section shall be completed using a galvanized culvert connector band.

Method of Measurement. This work will be measured for payment on a per each basis.

Basis of Payment. This work will be paid for at the contract unit price per each for METAL FLARED END SECTION 24".

2.8 PARKWAY RESTORATION.

Description. This work shall conform to Section 250 of the Standard Specifications and consist of repairing disturbed areas.

Construction. The Contractor shall seed all disturbed areas within the project limits. Seeding Class 2A shall be used, except in front of properties where the grass will be mowed, then use Seeding, Class 1A. Class 2A shall be used on front slopes and ditch bottoms. Class 4 shall be used behind

Type A gutter, on all backslopes and areas behind the backslope, and beyond the toe of front slope on fill sections without ditches.

Fertilizer shall be applied to all disturbed areas and incorporated into the seedbed prior to seeding or placement of sod at the rate specified in Sections 250 and 252 of the Standard Specifications.

Erosion control blankets must be installed at all disturbed areas and meet with the requirements of Article 1081.10 of the standard Specifications.

Any water service boxes in parkway areas to be restored must be adjusted to the proper height prior to seeding. Contractor must contact the owner prior to parkway restoration if a valve box is not adjustable or is broken. If replacement parts are required, contractor shall contact owner for supply of new parts.

Guarantee. All seeded areas shall be maintained for at least 30 days after application. Seeding that is required by the Owner after October 10 must meet the following guarantee the following spring. Scattered bare spots no larger than 0.25 square feet (6" X 6") will be allowed up to a maximum of 5% of any seeded area including 30 day maintenance and mowing.

Method of Measurement. This work will be measured for payment as one single Lump Sum.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this lump sum item for any location additions or deletions or changes in scope of work at any particular location.

Basis of Payment. This work will be paid for at the contract unit price per lump sum for PARKWAY RESTORATION.

2.9 PAVEMENT REMOVAL

Description. This work shall consist of the full-depth removal of hot-mix asphalt and concrete roadway pavement surfaces, granular base, and subgrade to the lines and limits shown on the drawings and conforming to the applicable portions of Section 440 of the Standard Specifications

Method of Measurement. This work will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for PAVEMENT REMOVAL.

2.10 AGGREGATE BASE COURSE, TYPE B

Description. The base course shall consist of furnishing one or more course of aggregate on a prepared subgrade or subbase.

Construction. This work will be performed in accordance with Articles 351.04, 351.05(b), and 351.06-351.10 of the Standard Specifications for Road and Bridge Construction. Aggregate for aggregate base course shall be coarse aggregate meeting the requirements of Article 1004.04 of the Standard Specifications for Road and Bridge Construction and shall be gradation CA-6 or CA-10.

Prior to placing any aggregate base course, the subgrade or subbase granular material shall be prepared, compacted, and proof rolled. Proof rolling shall be performed with a loaded tandem dump truck. Proof roll shall be witnessed by the Engineer and shall be performed to the satisfaction of both parties.

The Contractor shall place the aggregate base course in a maximum of 8" compacted lifts. Each lift shall be proof rolled in a similar fashion as the subgrade/subbase. The Contractor shall provide any water required to achieve acceptable compaction of the base course.

Method of Measurement. This work will be measured for payment by the ton.

Basis of Payment. This work will be paid for at the contract unit price per ton for AGGREGATE BASE COURSE, TYPE B.

2.11 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70, 3"

Description. This work shall be constructed in accordance with Section 406 of the Standard Specifications. Recycled material will not be allowed in the surface mix unless an equivalent or superior IDOT-approved mix with RAP is approved by the Owner.

Construction. Mix designs and verification of IDOT certification must be submitted to the City for approval prior to Notice to Proceed on contract.

In locations where the HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70, 3" is being placed directly over a milled surface this item must be placed as soon as possible after pavement removal to maintain both safety and the road base and in no case more than 5 calendar days after pavement is disturbed.

Concrete base must be cleaned of debris with all cracks blown of any debris along with all potholes being patched with hot mix asphalt before any paving occurs.

Weeds and debris within the curb and gutter limits must be properly removed before any paving occurs.

Vibrating Rollers will not be allowed on residential streets unless specified by the Owner. In the absence of a vibratory roller on streets, densities shall be 93% minimum unless specified by the Owner.



Method of Measurement. Measurement for this work will be on a per ton basis.

Basis of Payment. This work will be paid for at the contract unit price per ton for HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70, 3".

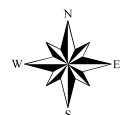
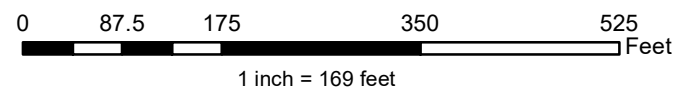


Edgewood Lakes Condominiums Drainage Repair





Edgewood Lakes Drainage Repairs Location Map





Check Sheet for Recurring Special Provisions

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Local Public Agency

County

Section Number

The City of Rockford

Winnebago

☐ Check this box for lettings prior to 01/01/2024.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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Local Public Agency	County	Section Number
The City of Rockford	Winnebago	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 1999
Revised: January 1, 2018

Revise Article 701.10 of the Standard Specifications to read:

“The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.”

Delete Article 701.20(g) of the Standard Specifications.

CHECK SHEET #LRS4

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

**SPECIAL PROVISION
FOR
FLAGGERS IN WORK ZONES**

Effective: January 1, 1999
Revised: January 1, 2007

Revise the last paragraph of Article 701.13 of the Standard Specifications to read:

“Flaggers are required only when workers are present.”

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

**SPECIAL PROVISION
FOR
CONTRACT CLAIMS**

Effective: January 1, 2002
Revised: January 1, 2007

Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications to read:

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of Article 109.09 of the Standard Specifications to read:

"(e) Procedure. All Claims shall be submitted to the Engineer. The Engineer will consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Engineer's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

CHECK SHEET #LRS15

State of Illinois
Department of Transportation

SPECIAL PROVISION FOR PARTIAL PAYMENTS

Effective: January 1, 2007

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

“The State will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

When any payment is made directly to the State, payments for completed work shall have deducted the proportionate share of the cost to be borne by the State. The deduction will be the estimated cost to the State divided by the awarded contract value with this percentage applied to the value of work in place. Any adjustment to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments.”

Edgewood Lakes Drainage Repair, Bid No. 625-PW-081



Item No.	Items	Units	Quantity	Unit Price	Total
1	MOBILIZATION	L. SUM	1		
2	STORM SEWER REMOVAL 12"	FOOT	328		
3	REMOVE EXISTING FLARED END SECTION	EACH	1		
4	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2		
5	STORM SEWERS, CLASS A, TYPE 1, 24"	FOOT	34		
6	STORM SEWERS, CLASS B, TYPE 1, 24"	FOOT	294		
7	METAL FLARED END SECTION 24"	EACH	1		
8	PARKWAY RESTORATION	L. SUM	1		
9	PAVEMENT REMOVAL	SQ YD	36		
10	AGGREGATE BASE COURSE, TYPE B	TON	15		
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	6		
Page 1		Total Bid	As read		
			As corrected		