THE CITY OF ROCKFORD ILLINOIS, USA

Carrie Eklund
Central Services Manager
Finance Department

INVITATION TO BID
PUBLIC WORKS MATERIALS
BID NO.: 1012-PW-141

10/9/12

Name of Bidding Firm: _____

Address _____ City: _____ State: ____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, October 31, 2012

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond:	NO
Prevailing Wage	NO
Performance Bond:	NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

RETURN BIDS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

BIDS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174, or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL 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 based 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 this invitation to bid or as otherwise permitted by Illinois law.

5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. 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 the vendor from bidding for a period of up to three years.

7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law 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 the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

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 the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded 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 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 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded 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 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 Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 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, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

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 the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded 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. 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 for a period of up to three 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 the 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 the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

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 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 this document, 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. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. 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, and record keeping duties.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

27. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program 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, awarded vendors 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 the awarded 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, the awarded 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 the awarded 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 section 414 of the Restatement (Second) of Torts and section 343 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 the awarded vendor under Worker's Compensation Acts, 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, the awarded 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 of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

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

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. 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.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 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.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.

2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.

3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
   Note: The number of employees must be entered under each category (no check marks)

   Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:
   Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.
   Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.
   Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.
   American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.

5. Certificate of Non-Barred Bidding

6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;

b. Withholding or delaying payment on the contractor or;

c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME: _____

NUMBER OF ALL EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY ---
(No Check Marks Or Bid Will Not Be Accepted)

	MALES					FEMALES				
ALL JOB CLASSIFICATIONS	**W**	**B**	**H**	**A**	**I**	**W**	**B**	**H**	**A**	**I**

W - WHITE B - BLACK H – HISPANIC A - ASIAN OR PACIFIC ISLANDER I - AMERICAN INDIAN

ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION

Our Illinois Department of Human Rights Number is: _____

Must Provide Expiration Date: _____

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____ City-Certified? Yes ____ No ____

Women Business Enterprise _____ City Certified? Yes ____ No ____

Neither _____

(Revised 12/21/09)

1.0 SCOPE

1.1 The City of Rockford is seeking bids from qualified vendors for the City's annual requirement for various street and sewer materials (e.g., sand, gravel, hot and cold patch, etc) on an "as required" basis for the 2012-2013 contract year. The following specification describes the minimum acceptable product and what is required of the successful vendor.

2.0 APPLICABLE PUBLICATIONS AND REGULATIONS

2.1 Unless otherwise specified, all materials described herein shall conform to the State of Illinois Department of Public Works and Building, Division of Highway "Standard Specifications for Road and Bridge Construction", latest edition, as amended. All material designations refer to these same standards, unless otherwise specifically indicated.

2.2 The publication referenced in **Appendix A**, Schedule of Average Annual Equipment Ownership Expense, was published January 1, 2004, by the Illinois Department of Transportation (IDOT). For information concerning this publication, contact the Engineer of Local Roads and Street, Illinois Department of Transportation, Harry R. Hanley Building, 2300 South Dirksen Parkway, Springfield, IL 62764.

2.3 Vendors on road materials must have proper certified scales at the pit to be acceptable for this contract and must provide a certified legal weight ticket with every load - whether picked up or delivered.

2.4 Sampling and Inspection. Any material that requires testing and approval by the State of Illinois Department of Transportation shall be so tested and approved before the City will accept it. There shall be no added expense to the City for such testing, demurrage, for delay in testing, or for any other reason because of the requirements for which said state testing and approval.

2.5 The City Engineer or his authorized representative shall have access at all times to all parts of any required mixing operations for the purpose of certifying weights, volumes, proportions, and the character of materials. At the option of the Director of Public Works or his duly authorized representative, the gradation of mixture may be varied if it is deemed advantageous to the interests of the City of Rockford.

3.0 GENERAL REQUIREMENTS

3.1 Vendor Qualifications. No contract shall be awarded except to responsible vendors capable of supplying the class of product contemplated. Before being considered for the award, vendors may be required to show evidence of the necessary experience, facilities, equipment, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated. The City of Rockford shall make the final determination as to the vendor's ability to provide the desired services.

3.2 Basis of Award. The City will award this contract to the lowest responsive and responsible bidder that is able to meet the requirements and criteria set forth in this document. A "responsive bidder" is able to provide a product or service that conforms in all material respects to the specifications detailed in this document. A "responsible bidder" is a corporation, company, or person who has the ability in all respects to provide the product or service desired at the highest possible standards of quality. The City of Rockford may award the contract based on line item categories, or as a whole, whichever best serves the interest of the City.

3.2.1 Picked up materials. It is understood that deliveries cannot always be scheduled to supply materials at job sites. As such, it is necessary to provide for City personnel to drive to a vendor's location to "pickup" materials. Where it is in the best interest of the City of Rockford, multiple contract purchase orders may be issued to different vendors for the same material despite the existence of a variation in unit price for

the material. In instances where City personnel must pickup materials from vendors, price alone shall not be the determining factor as to which vendor or vendor location will be used. Instead, operating costs of the City's vehicles and time factors, in conjunction with price, will be used to determine the location from which the material will be obtained as outlined in **Appendix A**. In certain instances, time will be of the essence and City crews will obtain the materials needed from the closest available location.

3.3 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the 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 the 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 10 10 01 and CG 20 37 10 01 (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 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 requirements shall apply to the successful vendor for the duration of the contract unless explicitly waived by the Central Services Manager:

- 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 vendors, 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).
- Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than $2 million each occurrence, $2 million generate aggregate. Such insurance shall cover liability arising from premises, operations, independent vendors, 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).
- 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
- 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.
- Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 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, the 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 subvendors to be utilized by the Vendor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subvendor.

3.3 Length of contract. The contract resulting from the successful bid(s) shall be in effect from the date of award until August 31, 2013. There will be no options for contract extension on an annual basis. However, the City and individual vendors may enter into a short-term extension of no more than three months for the purpose of

covering lapses between contract periods. This short-term extension is contingent upon agreement by both parties involved.

3.4 Exclusivity of contract. Except in the case of poor performance or vendor default, the City of Rockford will not procure any of the materials listed as a "delivered material" on the contract from any vendor other than the vendor to whom the contract is issued. The City of Rockford reserves the right to obtain materials referenced as "pickup materials" from the closest location, the most convenient location or from the location that provides the material at the lowest overall cost depending upon the circumstances involved in the need for "pickup materials." The City of Rockford reserves the right to determine whether it uses "pickup materials" or delivered materials on any project or job.

3.5 Contacts. Prior to the award of the contract to the successful vendor, prospective vendors shall contact Anne Wilkerson, Financial Analyst for the City of Rockford at (815) 987-5741. Questions regarding the contract after the award should be directed to the department in question.

3.6 While these materials are considered basic for the Street, Sewer, and Traffic Division and the Water Division of the Public Works Department, the contracts, nevertheless, shall be for supplying these same materials for all divisions/ departments of the City of Rockford as may be required.

4.0 SPECIFIC REQUIREMENTS

4.1 Product Specifications.

4.1.1 Aggregate. Information regarding quantities and specifications for aggregate materials are included as Attachment A.

4.1.2 Cold Mix. Information regarding quantities and specifications for cold mix materials are included as Attachment B.

4.1.3 Hot Mix. Information regarding quantities and specifications for hot mix materials are included as Attachment C.

4.1.4 Other Materials. Information regarding quantities and specifications for all other materials covered under this contract are included as Attachment D.

4.2 Bid form. Vendors are to provide a price per unit (ton, cubic yard, bag, etc.) on the list of materials enclosed for both delivered materials and those materials picked up by City personnel.

4.3 Delivered materials. The delivered price shall be net delivered, unless otherwise specified. Delivery shall be to whatever location or locations the City may designate within the limits of the City of Rockford. Charges for a "waiting time" or "unloading time" will not be allowed.

4.4 Picked up materials. For vendors supplying materials on a "picked up" basis, vendors are asked on the Bid Form (Part 2) to supply specific information on all of the vendor's locations from which the material may be obtained within Winnebago County. Bids from vendors not supplying this information may be disqualified at the discretion of the Central Services Manager.

4.5 Quantities/Availability. All quantities listed in the specifications are estimates based upon actual usage of materials by the City of Rockford in recent years. It is understood that actual quantities required might be greater or less than the estimates provided. The City makes no guarantee with respect to any quantities. Successful vendors for the various materials specified should maintain a sufficient supply to meet the City's

needs for any workday throughout the year. Orders will be on an "as required" basis in the quantities and at the times as needed by City departments.

5.0 DELIVERY AND PAYMENT REQUIREMENTS

5.1 Delivery/Pickup Requirements. Successful vendors will be issued "Contract Purchase Orders" covering the contract period for each item awarded. Specific day to day requirements will be released against the contract purchase order by a release order issued by the Public Works Department of the City of Rockford directly to the vendor. All billings by the successful vendor shall carry the release order number. All prices shall include inspection fees and transportation charges and shall be final net cost to the City of Rockford.

5.2 Delivery/freight. All bids submitted for delivered materials are to be inclusive of all costs to the City including the delivery charge. No additional delivery charge shall be allowed.

ATTACHMENT A
AGGREGATE

A.a. Limestone Chips 1-1/2" (Both pickup and delivery)
Estimated Quantity: 250 tons
Specifications: CA-5 crushed limestone, 97% passing through 1-1/2" sieve

A.b. Crushed Road Stone 1-1/2" (Both pickup and delivery)
Estimated Quantity: 3,000 tons
Specifications: CA-6 crushed limestone, 100% passing through 1-1/2" sieve

A.c. "B" Stone (Both pickup and delivery)
Estimated Quantity: 250 tons
Specifications: CA-7 gravel, 90-100% passing through 1" sieve

A.d. Limestone Chips 1" (Both pickup and delivery)
Estimated Quantity: 250 tons
Specifications: CA-7 crushed limestone, 90-100% passing through 1" sieve

A.e. Crushed Road Stone 3/4" (Both pickup and delivery)
Estimated Quantity: 500 tons
Specifications: CA-10 crushed roadstone, 95% passing through 3/4" sieve

A.f. Limestone Chips 5/8" (Both pickup and delivery)
Estimated Quantity: 100 tons
Specifications: CA-14, 100% passing through 5/8" sieve

A.g. Sewer Bedding (Both pickup and delivery)
Estimated Quantity: 1,500 tons
Specifications: CA-11 to CA-7 (3/4 – 1") 90-100% passing through 1" sieve

A.h. Breaker Run (Both pickup and delivery)
Estimated Quantity: 300 tons
Specifications: (0 X 6")

A.i. Prime Sand (Both pickup and delivery)
Estimated Quantity: 500 tons
Specifications: FA-1 Prime Sand, 100% passing #4 sieve

A.j. Mason's Sand (Quote both pickup and delivery)
Estimated Quantity: 500 tons
Specifications: FA-9, 100% passing #8 sieve

A.k. Fill Sand (Quote both pickup and delivery)
Estimated Quantity: 8,000 tons
Specifications: FA-6, 100% passing 1" sieve, 0-10% passing #200 Sieve

ATTACHMENT B
Cold Mix

B.a. Bituminous Surface Patching Material, Cold Mix (Both pickup or delivery)
Estimated Quantity: 300 tons

Specifications: The bituminous mixture shall conform to any one of the specifications approved for use by the Illinois Division of Highway for maintenance use or to the requirements of Article 407.02 or to the requirements of Article 407 except that the material shall meet the following gradation:

Passing 3/4"	Sieve		100%
Passing 3/8"	Sieve		80-100%
Passing No. 4	Sieve		45-75%
Passing No. 10	Sieve		28-55%
Passing No. 40	Sieve		10-28%
Passing No. 200	Sieve		0-5%

Asphalt HFE-1000 or CBAE-2 may be used.

The patching mixture shall be composed of mineral aggregate and bituminous material proportioned either by volume or by weight but conforming to the following composition by weight:

Total Mineral Aggregate	94.0% - 96.0%
Bituminous Material	4.0% - 6.0%

The mixture shall be prepared by hand or by machine. At the time of mixing the aggregate shall be surface dry. Mixing shall be continued until all particles of mineral aggregate are coated uniformly.

B.b. Cold Mix (High Performance Permanent Pavement Repair Material)
(Both pick-up or delivery)
Estimated Quantity: 100 tons

High Performance Cold Mix shall meet Illinois Department of Transportation Specification for "Bituminous Premix For Maintenance Use, Instant Road Repair – Proprietary" Serial Number: M133-96.

Shelf life for 100 tons shall be 6 months minimum.

ATTACHMENT C
Hot Mix

C.a.1. Bituminous Surface Materials, Hot Mix (Bid (1) in place - including labor, materials, equipment and preparation for each category, (2) delivered and (3) pickup
Estimated Quantity: 1,500 tons in each category

Specification: This material is to be used for applying Class D "Type I through III" patches, as described in IDOT Standard Specification for Road and Bridge Construction Section 620, on certain streets as designated by the Street Superintendent.

Material shall consist of a mixture of asphalt and dense graded aggregates for use in patch work on bituminous macadam streets in the City. The material shall conform in every respect to the State of Illinois Specifications for such patchwork.

Material shall conform to Section 405 of the Standard Specifications with the following changes and additions: Article 405.09 Preparation of Bituminous Mixture - Change the composition of the bituminous mixture to read "The bituminous mixture shall conform to the following composition limits by weight:

Passing 3/4 Sieve	100%
Passing 1/2 Sieve	95-100%
Passing No. 4 Sieve	50-70%
Passing No. 8 Sieve	30-50%
Passing No. 30 Sieve	12-33%
Passing No. 200 Sieve	0-7%

Additional requirements: In some cases, area to be patched shall consist of a Portland Cement base and cold mix overlay. In such a case, only the cold mix should be moved.

Bid Units are as follows for Types I - III:

C.a.2. Type I Patch - 0 to 5 square yards in place
C.a.3. Type II Patch - 5 to 15 square yards in place
C.a.4. Type III Patch - over 15 square yards in place

C.b. Bituminous Surface Materials, Hot Mix, Railroad Crossing Repair (Bid delivered only)
Estimated Quantity: <100 tons
Specifications: All specifications for hot mix above shall apply to this material

ATTACHMENT D
Other Miscellaneous Materials and Finished Products

D.a. Concrete Brick (Bid delivered only)
Estimated Quantity: 10,000
Specifications: Shall conform to the requirements of the State of Illinois Department of Transportation "Standard Specifications for Roads and Bridge Construction" (adopted October 1, 1979).

D.b. Concrete Block (Bid delivered only)
Estimated Quantity: 12,000
Specifications: Shall conform to the requirements of the State of Illinois Department of Transportation "Standard Specifications for Roads and Bridge Construction" (adopted October 1, 1979). Blocks shall be 4" x 8" x 16" solid concrete.

D.c. Pre-Cast Catch Basin Lids (Bid delivered only)
Estimated Quantity: <25
Specifications: Shall conform to the requirements of the State of Illinois Department of Transportation "Standard Specifications for Roads and Bridge Construction" (adopted October 1, 1979). Dimensions - 67" x 88" with ring and cover No. 6040.

D.d. Pre-Cast Manhole with Asphalt Seal (Bid delivered only)
Estimated Quantity: <25
Specifications: Shall conform to the requirements of the State of Illinois Department of Transportation "Standard Specifications for Roads and Bridge Construction" (adopted October 1, 1979).

APPENDIX A

In instances where City of Rockford crews must pick up a load of material from a vendor's location, three factors must be considered before a determination can be made as to the cost effectiveness of using one vendor over another:

1) *Price variance* per load between competing vendors
2) *Mileage variance* between competing vendor locations
3) The City's *cost to operate* a dump truck, including labor, on a per mile basis.

Price variance per load is simply the difference in cost for a load of material from Vendor A as opposed to Vendor B. A load is standardized at 10 tons for this analysis. For example, 10 tons of material X from Vendor A costs $20.00 ($2.00 per ton multiplied by 10 tons). A load of the same material from Vendor B costs $22.50 ($2.25 per ton multiplied by 10 tons). In this example the price variance per load would be $2.50 (Vendor B's price of $22.50 - Vendor A's price of $20.00 = $2.50).

Mileage variance is the total mileage that a City crew needs to travel from departure from the job site to the vendor's location and back to the job site with the load of material as compared with the mileage to do the same at the competing vendor's location. For example, a job site is six miles from Vendor A's location. A crew leaving from the job site would have a round trip distance of 12 miles using Vendor A. Vendor B's location is four miles from the job site resulting in a round trip distance of eight miles using Vendor B. The mileage variance in this example would be four miles (Vendor A's 12 - Vendor B's 8).

The *City's* ***cost to operate*** a dump truck is based upon an operating allowance determined by the Illinois Department of Transportation for dump trucks and the inclusion of labor costs that include salaries and benefits for dump truck drivers. For the 2004 year, the Illinois Department of Transportation's allowance for a 10 cubic yard, tandem axle dump truck is $42.98 per hour. Assuming City crews average 30 miles an hour, a per mile allowance based on IDOT's numbers is $1.43 per mile. Salaries and fringe benefits for equipment operators (dump trucks) in the Public Works Department, as shown in the 2005 City of Rockford Budget, calculates to approximately $25.95 per hour. Once again using a 30 mile per hour average, the labor cost per mile totals $0.87. The total operating cost per mile for a City dump truck totals $2.30 ($1.43 + $0.87).

Consequently, the decision as to which vendor's location to use for pickup is based on asking if the savings achieved by using the lowest priced vendor is greater than the cost of making the trip. The lowest priced material should be used if the following equation is true:

Price Variance $\geq$ **(*Mileage Variance* X *Operating Cost Per Mile*)**

In using the examples provided above, it would be less cost effective to travel to the vendor selling the material for less because the operating costs more than offset the savings as displayed in the following:

Price Variance = $2.50 *Mileage Variance* = 4 miles

Operating Cost per mile = $2.30 $2.50 < (4 X $2.30) $2.50 < $9.20

CITY OF ROCKFORD
BID FORM
PUBLIC WORKS MATERIALS
BID NO.: 1012-PW-141

Spec Reference	Material	Pickup Unit Price	Delivered Unit Price
A.	**Aggregate**		
A.a.	Limestone Chips 1-1/2"	$_____/ton	$_____/ton
A.b.	Crushed Road Stone 1-1/2"	$_____/ton	$_____/ton
A.c.	"B" Stone	$_____/ton	$_____/ton
A.d.	Limestone Chips 1"	$_____/ton	$_____/ton
A.e.	Crushed Road Stone 3/4"	$_____/ton	$_____/ton
A.f.	Limestone Chips 5/8"	$_____/ton	$_____/ton
A.g.	Sewer Bedding	$_____/ton	$_____/ton
A.h.	Breaker Run	$_____/ton	$_____/ton
A.i.	Prime Sand	$_____/ton	$_____/ton
A.j.	Mason's Sand	$_____/ton	$_____/ton
A.k.	Fill Sand	$_____/ton	$_____/ton
B. and C.	**Bituminous Surface Material (Cold and Hot Mix)**		
B.a.	Cold Mix	$_____/ton	$_____/ton
B.b.	High Performance Cold Mix	$_____/ton	$_____/ton
C.a.1.	Hot Mix	$_____/ton	$_____/ton
C.a.2.	Type I in place		$_____/ton
C.a.3.	Type II in place		$_____/ton
C.a.4.	Type III in place		$_____/ton
C.b.	Railroad Crossing Repair		$_____/ton
D.	**Other Miscellaneous**		
D.a.	Concrete Brick		$_____/M

D.b.	Concrete Block	$_____/ea.
D.c.	Pre-Cast Catch Basin Lids	$_____/ea.
D.d.	Pre-Cast Manhole with Asphalt Seal	$_____/ea.

Spec Reference	Material	Quarry or storage facility location for "Pickup" Materials
A.a.	Limestone Chips 1-1/2"	
A.b.	Crushed Road Stone 1-1/2"	
A.c.	"B" Stone	
A.d.	Limestone Chips 1"	
A.e.	Crushed Road Stone 3/4"	
A.f.	Limestone Chips 5/8"	
A.g.	Sewer Bedding	
A.h.	Breaker Run	
A.i.	Prime Sand	
A.j.	Mason's Sand	
A.k.	Fill Sand	
B.a.	Cold Mix	
C.a.1.	Hot Mix	

Person, Firm or Corporation_____

Authorized Signature and Title_____