

**Rock River Water Reclamation District
Rockford, Illinois**

Bidding Requirements and Contract Forms

for

**Plant Concrete Repairs 2019
Chlorine Contact Tank Sidewalk &
Plant Drainage Improvements**

Capital Project No. 1950

**Rock River Water Reclamation District
Rockford, Illinois**

**Bidding Requirements and Contract Forms
and
General Provisions and Technical Specifications
for
*Sanitary Sewer Construction***

for

**Plant Concrete Repairs 2019
Chlorine Contact Tank Sidewalk &
Plant Drainage Improvements**

Capital Project No. 1950

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Not to be used for bidding purposes

Section I

Bidding Requirements

Article 1 — Notice to Bidders

The Rock River Water Reclamation District will receive sealed and signed bids for Plant Concrete Repairs 2019 – Chlorine Contact Tank Sidewalk & Plant Drainage Improvements, Capital Project No. 1950, at the Rock River Water Reclamation District offices, 3501 Kishwaukee Street, Rockford, Illinois until 2:00 p.m. on March 21, 2019 at which time and place bids will be publicly opened and read aloud.

The Plant Concrete Repairs 2019 – Chlorine Contact Tank Sidewalk & Plant Drainage Improvements project, Capital Project No. 1950, consists of the removal and replacement of an existing concrete sidewalk, construction of concrete drainage ditch, grading and turf restoration of adjacent areas and all other appurtenances as indicated on the plans and in the specifications.

Attention is directed to Article 2 – Instructions to Bidders 3.8 requirements for Statement of Qualifications. Bidder must have a permanent business office within forty (40) miles of the District office at 3501 Kishwaukee Street in Rockford, IL.

All construction and restoration shall be completed by May 31, 2019. Liquidated damages shall be \$300 per calendar day.

Copies of the specifications may be obtained by depositing Fifty Dollars (\$50.00) with the Rock River Water Reclamation District. The deposit is non-refundable.

All construction shall be done in accordance with the *General Provisions and Technical Specifications for Sanitary Sewer Construction* (Current Edition) on file at the Rock River Water Reclamation District of Rockford.

Each proposal must be accompanied by the District Bid Bond form with an acceptable Bid Security attached in the amount of ten percent (10%) of the total bid price. This sum is a guarantee that, if the Proposal is accepted, a Contract will be entered into and its performance properly secured.

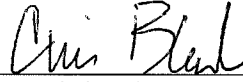
A Mandatory Pre-Bid Meeting for this project will be held on March 13, 2019 at 2:00 p.m. at the RRWRD Board Room, 3501 Kishwaukee Street, Rockford, Illinois. All Contractors intending to bid on this project must attend the pre-bid meeting.

Bid documents may be obtained by contacting the Engineering Department at the Rock River Water Reclamation District, (815) 387-7660, 3501 Kishwaukee St. For more information, visit the District web site at www.rwrwd.dst.il.us. Plans and specifications are also available for viewing through the Northern Illinois Building Contractors Association, whose office is located at 1111 S. Alpine Rd, Rockford, IL.

The successful bidder will be required to furnish a satisfactory performance bond in the full amount of the bid or proposal. No bid shall be withdrawn without the consent of the District for a period of 60 days after the scheduled time of receiving bids.

The Rock River Water Reclamation District, reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive any formalities in any bids, deemed to be in the best interest of the Rock River Water Reclamation District.

Dated this 5th day of March, 2019.



BY: Chris Black, Business Manager

Not to be used for bidding purposes

Article 2 — Instructions to Bidders

1 General

1.1 Scope and Intent

This section of the contract documents is concerned with furnishing detailed information and requirements for preparing bids to prospective bidders, bidders' responsibility, the preparation and the submission of bids, basis for awarding the contract and other general information concerned with bidding and executing the contract.

1.2 Contradictions

If in the case of apparent contradiction between or among the Contract Documents, the Contract Documents shall be consulted in the following order: Addenda, Agreement, Supplementary Drawings, Instructions to Bidders, Detailed Specifications, Plans, District General Provisions and Technical Specifications for Sanitary Sewer Construction. The language in the first such document in which language regarding the conflict, error or discrepancy occurs shall control.

2 Legal Requirements

2.1 Illinois Regulations

1. The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Rock River Water Reclamation District) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor.

The certified payroll records must include the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day, for every worker employed on the project. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor. Certified payroll reports shall be submitted on standard IDOT forms.

2. Public Act 83-1030 entitled "Steel Products Procurement Act" requires that steel products used or supplied in performance of this contract or subcontract shall be manufactured or produced in the United States with three exceptions.

The provisions of this Section shall not apply:

- a. Where the contract involves an expenditure of less than \$500.
- b. Where the executive head of the public agency certifies in writing that
 - i. the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%.
- c. When its application is not in the public interest.

3. Public Act 96-929 (30 ILCS 570) provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type work involved.
4. Public Act 99-0933 requires that any party to a contract adopt and promulgate written sexual harassment policies that include, as a minimum, the following information:
 - a. the illegality of sexual harassment
 - b. the definition of sexual harassment under Illinois State law
 - c. a description of sexual harassment, utilizing examples
 - d. my (our) organization's internal complaint process including penalties
 - e. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission
 - f. directions on how to contact the Department and the Commission
 - g. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

Upon request, this information shall be provided to the Illinois Department of Human Rights and the District.

5. With regard to nondiscrimination in employment, the Contractor for this project will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations.
6. The Contractor for this project shall comply with the Occupational Safety and Health Act.
7. The Contractor for this project shall comply with the Federal Drug-Free Workplace Act.
8. Public Act 96-1416 requires the Certification of Clean Construction and Demolition Debris (CCDD) and uncontaminated soil prior to disposal at a CCDD fill site. The Contractor for this project shall comply with Public Act 96-1416 and be responsible for the certifications and any fees associated with the disposal at a CCDD fill site.
 - a. In the event that contaminated soil is uncovered on the project, the Contractor shall notify the District immediately. Any extra costs resulting from the presence of contaminated soil shall be evaluated in accordance with District General Provisions & Technical Specs for Sanitary Sewer Construction; General Conditions: Article 5 – Time Provisions and Article 8 – Changes.

2.2 Americans with Disabilities Act

The Contractor for this project will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify Rock River Water Reclamation District (District) and their representatives from all:

1. suits, claims, or actions
2. costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlement
3. damages of any kind (including but not limited to actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

3 General Instructions

3.1 Bidder's Responsibility

Bidders are cautioned not to submit proposals until having carefully examined the entire site of the proposed work and adjacent premises and the various means of approach and access to the site, and having made all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing and handling the materials at the site, and having informed themselves thoroughly as to all difficulties involved in the completion of all the work under this Contract in accordance with its requirements.

Bidders must examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amount or quantities necessary to complete fully the work in strict compliance with the Contract Documents. The Bidder must satisfy himself by making borings or test pits, or by such methods as he may prefer, as to the character and location of the materials to be encountered or work to be performed. No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

The Contractor is responsible for verifying the location of all existing utilities in the project areas.

The Bidder, therefore, shall satisfy himself by such means as he may deem proper as to the location of all structures that may be encountered in construction of the work.

3.2 Addenda and Interpretations

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois. To be given consideration, such request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by email, fax, or certified mail with acknowledgement of receipt requested, to all prospective bidders, at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3.3 Laws and Regulations

The prospective bidder is warned that he must comply with all laws of the United States Government, State of Illinois, all ordinances and regulations of the District in the performance of the work under this contract. The Bidder's attention is specifically called to that provision of the General Conditions regarding the rate of wage to be paid on the work.

3.4 Quantities Estimated Only

Bidders are warned that the estimate of quantities of the various items of work and materials, as set forth in the proposal form, is approximate only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and if awarded a contract for the work specified, the Contractor further agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of bids and quantities of work actually performed.

3.5 Form, Preparation, and Presentation of Proposals

For particulars as to the quantity and quality of the supplies, materials and equipment to be furnished, and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents, which may be examined or obtained at the office of the District.

Each bid will be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, with the unit or total sum or both for which the proposal is made. If the proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price as expressed in figures will govern. In no case is the agreement form to be filled out or signed by the bidder.

The Contractor may opt to contact the District's Engineering Department at 815.387.7660 to obtain an electronic Proposal form. If used, this form must be attached to the hard copy proposal form and appropriately signed and executed with the bid.

The bid must be verified and be presented on the prescribed form in a sealed envelope on or before the time and at the place stated in the Advertisement for Bids, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Clerk of the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109 and be sent preferably by certified mail. The District will not accept facsimile generated bids.

3.6 Bid Security

Each proposal must be accompanied by the District Bid Bond form with an acceptable Bid Security attached, in the amount specified in Article One, Notice to Bidders. This sum is a guarantee that, if the Proposal is accepted, a contract will be entered into and its performance properly secured. The District's Bid Bond Form included in the bid packet must be used. No other Bid Bond form may be substituted.

Within ten (10) days after the opening of bids, the deposits of all but the three lowest bidders will be returned. The deposits of the remaining two unsuccessful bidders will be returned within three (3) days after the execution of the contract, or, if no such contract has been executed, within sixty (60) days after the date of opening bids. The deposit of the successful bidder will be returned only after he has duly executed the contract and furnished the required bond and insurance.

3.7 Affidavit of Compliance

Each proposal must be accompanied by an executed Affidavit of Compliance. A separate Affidavit of Compliance form is enclosed with the Proposal packet. Failure to submit an executed Affidavit of Compliance with the proposal may constitute sufficient cause for rejection of the bid.

3.8 Statement of Qualifications

Each proposal must be accompanied by a Statement of Qualifications certifying that the bidder is registered to do business in the State of Illinois, has a permanent business office within forty (40) miles of the District office at 3501 Kishwaukee Street in Rockford, IL, and provides documentation that the bidder possesses the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations. The bidder shall document no less than three (3) contracts for sanitary sewer system within the past five (5) years having equal or greater value to the bid being submitted. The District reserves the right to request additional information as needed to evaluate bids prior to making an award.

3.9 Comparison of Proposals

Bids on item contracts will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item, multiplied by the corresponding unit prices and including any lump sum bids on individual items, in accordance with the estimate of quantities set forth in the proposal form. Bids on lump sum contracts will be considered upon the basis of the lowest sum bid.

3.10 Acceptance of Bids and Basis of Award

No bidder may withdraw his bid after the scheduled closing time for receipt of bids, for at least sixty (60) days.

The contract will be awarded, if at all, to the lowest responsive, responsible bidder. The Rock River Water Reclamation District also reserves the right to reject any or all bids.

The bidder whose proposal is accepted shall enter into a written contract for the performance of the work and furnish the required bonds and insurance certificate within ten (10) days after written notice by the Engineering Manager of the District has been served on such bidder personally or by mailing a postpaid wrapper to such bidder at the address given in his proposal. If the bidder to whom the contract is awarded refuses or neglects to execute it or fails to furnish the required bond and insurance within five (5) days after receipt by him of the notice, the amount of his deposit shall be forfeited and shall be retained by the District as liquidated damage and not as a penalty. It being now agreed that said sum is a fair estimate of the amount of damages that the District will sustain in case said bidder fails to enter into a contract and furnish the required bond and insurance. No plea of mistake in the bid shall be available to the bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

3.10.1 Evaluation of Responsiveness

The responsiveness of bidders will be judged on the basis of the completeness of the bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and comply with all the requirements of the Instruction to Bidders.

3.10.2 Evaluation of Responsibility

To be judged as responsible, the bidder shall:

- a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;
- b. Be able to comply with the required completion schedule for the project;
- c. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the District;
- d. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
- e. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.
- f. Have satisfactorily completed no less than three (3) sanitary sewer system contracts within the past five (5) years of equal or greater value to the bid being submitted.

3.11 The Rejection of Bids

The District reserves the right to reject any bid if the evidence submitted in the statement of the bidder's qualifications, or if investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations and to complete the work contemplated therein. Any or all proposals will be rejected if there is reason to believe that collusion exists among the bidders. Conditional bids will not be accepted. The District reserves the right to reject any and all bids and to accept the bid which they deem most favorable to the interest of the District after all proposals have been examined and canvassed.

3.12 Insurance and Bonding

Contractor shall provide all necessary insurance and bonds required to complete the project. No more than ten (10) calendar days subsequent to the District's issuance of an award letter, the Contractor shall provide documentation to prove that he has obtained all required insurance and bonds. The District shall be the sole judge as to the acceptability of any such proof.

Contractor shall provide and maintain all insurance and bonds as required by the District.

3.12.1 General

The Contractor shall ensure that:

1. All insurance policies shall be specific to the project.
2. The insurance certificate shall state: This certifies that the insurance coverage meets or exceeds that required for the Plant Concrete Repair 2019 - Chlorine Contact Tank Sidewalk & Plant Drainage Improvements, Capital Project No. 1950 Contract.
3. The District shall be named as Additional Insured in all policies; this shall include the Owners Contractors Protective Policy option.
4. All completed operations coverages and bonds shall remain in force for a period of two (2) years following acceptance of the project and completed operations shall stay in force for two (2) years following completion of the project.

3.12.2 Insurance

The Contractor shall, for the duration of the contract and for two (2) years following project acceptance, maintain the following:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. The Contractor shall provide "XCU" coverage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$500,000 per accident and \$500,000 per disease.
4. Umbrella: \$2,000,000 per occurrence/aggregate for contracts valued at \$500,000 or over, or \$1,000,000 for contracts below \$500,000. \$10,000 is maximum allowable self-retained limit.
5. Errors and Omissions: If the Contractor performs professional services, he shall maintain errors and omissions insurance with a limit no lower than \$1,000,000 for the duration of the contract.

The policies shall contain, or be endorsed to contain, the following provisions in the General Liability and Automobile Liability Coverage's:

- a. Unless otherwise provided in paragraph "c" of this section, the District, its officers, officials, employees and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special

limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.

- b. Unless otherwise provided in paragraph “c” of this section, the Contractor’s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers, or agents shall be excess of the Contractor’s insurance and shall not contribute with it.
- c. As an acceptable alternative to provisions “a” and “b” of this section, the Contractor may provide owner's and contractor's protective liability insurance with coverage limits, named insureds, and in conformity with all applicable specifications of this section.
- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, volunteers, or agents.
- e. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. All Coverages — Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

3.12.3 Best's Ratings

The District shall be the sole judge of whether or not said insurer's ratios are satisfactory. The District's decision shall be final and the District's bidding procedures contain no appeal provision.

1. **Alphabetical Rating**: For purposes of this Request for Bids, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the Contractor. No insurer or surety rated lower than "A-, Excellent" in the current *Best's Key Rating Guide* shall be acceptable to the District.
2. **Financial Size Rating**: Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.
 - a. If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.
 - b. If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the District’s Business Manager and/or the District’s insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the Contractor.

3.12.4 Performance Bond and Labor & Materials Payment Bond Form

The Contractor shall provide a Performance Bond and Labor & Materials Payment Bond form acceptable to the District. The performance bond shall be for either 100% of the contract price or for the Contractor's unit price times the estimated number of units, as applicable.

This Request for Bids contains a Performance Bond and a Labor & Material Bond form for the Contractor's use.

If the Contractor fails to provide acceptable bonds within the specified time, he shall be in default.

3.12.5 Correction of Contractor's Insurance or Bond Deficiencies

If the District determines that the Contractor's insurance or bond documentation does not conform to these specifications, the District shall inform said Contractor of the non-conformity. If said Contractor fails to provide conforming insurance or bond documentation within five (5) calendar days of the District's deficiency notice, he shall be in default.

3.12.6 Indemnification Clause

Contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the Contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or subcontractor, whether such loss, damage, injury or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful bidder shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers Compensation Act.

No inspection by the District, its employees, or agents shall be deemed a waiver by the District of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages in the Contract.

3.13 Tax Exemption

The District is exempt, by law, from paying bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from his bid. The District's tax exemption number is E9992-3696-06. The bidder shall include all applicable taxes in his bid price.

Article 3 – Detailed Specifications

1 General

1.1 General

This article contains detailed specifications relating to proposal items. The work to be done under each item is discussed along with units for payment and measurement for payment. However, the descriptions given do not necessarily outline all the work to be done under any item. In addition, work shall conform to the following Technical Specifications: *Standard Specifications for Water and Sewer Main Construction in Illinois*, current edition, the *Rock River Water Reclamation District (District) General Provisions and Technical Specifications for Sanitary Sewer Construction*, and applicable portions of the *Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction*, current edition.

Throughout these specifications, the term “Owner” and “District” shall be synonymous.

In case of apparent contradictions between Article 3 - Detailed Specifications and the District's *General Provisions and Technical Specifications for Sanitary Sewer Construction*, these Detailed Specifications shall govern.

The Contractor shall transport all waste material, pipe, pavement, sewer and debris, etc., removed during construction to an approved offsite dumping area. The Contractor shall pay all tipping fees. When the work is halted due to rain, the Contractor shall clean up the working areas and ensure that proper surface drainage is provided before leaving the site.

Utility locations shown on the plans are based on record information available at the time of design and are not guaranteed. The location and/or elevation of existing underground utilities, such as sanitary sewers, gas mains, water mains, electric lines, treatment plant process pipes, etc., shall be determined by the Contractor. The Contractor shall assume full responsibility for location of all utilities and shall notify Warren Adam of the Plant Operations department (815-871-0787) a minimum of 5 days prior to beginning any work to arrange for District utilities to be located on the Treatment Plant grounds. The Contractor shall notify JULIE at least 48 hours, minimum, in advance of beginning construction to locate all other utilities. The Contractor shall exercise extreme care when excavating near underground utilities to avoid damage; any damage done to utilities and treatment plant process piping, conduits, or facilities shall be repaired or replaced at the Contractor's sole expense. The Contractor shall be solely responsible for the protection, restraint and support of all utilities.

This project involves the replacement of a sidewalk, construction of a PCC paved ditch, and site grading within the District's main treatment plant at 3333 Kishwaukee Street, Rockford, IL 61109.

All removal limits shown on the plans shall be adhered to by the Contractor. Should any appurtenances outside of those limits be damaged, including but not limited to pavements, curbs, drainage pipes/structures, signs, landscaped/turf areas, and/or any treatment plant facilities, they shall be restored and/or repaired to the District's satisfaction at no additional cost to the Owner.

Any construction not observed by a District Inspector shall not be accepted.

No work shall be permitted on Sundays without prior approval by the District Engineering Manager.

Suppliers shall warrant their products and product components as suitable and fit for the intended purpose and that they are free from all material, design and manufacturing defects. Said warranty shall extend to the benefit of the District and shall apply to all products and product components whether supplied or fabricated at the direction of these Specifications.

The District will not supervise, direct, control, have authority over or be responsible for Contractor's means, methods, techniques, sequences, procedures of construction, safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The District will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

The Contractor shall be responsible for all tests of materials and final installation required by the District. All deficiencies noted by the inspectors shall be corrected by the Contractor without cost to the Owner and prior to final payment.

The Contractor shall restore all disturbed areas to near original contour and state, graded and raked to a neat, well-drained condition. All disturbed turf areas shall be seeded, as hereinafter noted, after approval of the seed bed by the District. Any damage to pavement, driveways, sod, trees, bushes, fences, landscaping, structures, fixtures, etc., beyond the project limits shall be replaced or repaired, without cost to the District.

The Contractor shall be responsible for the temporary maintenance of all roadways and drives for the duration of the project and shall maintain access pavements at all times. Excavated or other materials shall not be stored or cast upon paved surfaces.

The Contractor shall provide traffic control personnel and/or equipment as required to clearly delineate traffic routing through the work zone for all treatment plant personnel.

The Contractor's workforce shall include a person competent in ensuring compliance with all pertinent OSHA regulations and requirements. This person must be present on-site at all times during construction and must be deputized to take any prompt preventative or corrective actions needed to avoid, prevent or mitigate existing and potential hazardous working conditions.

1.2 Materials – Not used.

1.3 Submittals

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

1. Review each submittal.

2. Verify field dimensions.
3. Verify compliance with Contract documents.
4. Sign and stamp submittals to certify Contractor's review/approval.
5. Present reviewed submittals to the Engineer for approval.

The Contractor shall allow two (2) weeks for the Engineer's review of most submittals. The Engineer reserves the right to delay review of inter-related submittals until all submittal components are received. No Contract extension will be authorized due to the Contractor's failure to provide submittals in a timely manner that will allow the Engineer to perform a thorough review.

The Engineer's approval of a submittal shall not be construed as an order for additional, extra, or differing work, nor as a guarantee of the accuracy of information or the effectiveness of the products provided in the submittal.

All work performed by the Contractor prior to approval of submittals by the Engineer shall be at the Contractor's sole risk.

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

Should any material be installed in the Work for which a Material Safety Data Sheet (MSDS) is required to be retained by the District under State or Federal regulations, the installing subcontractor shall submit applicable MSDS forms to the Contractor for submission to the District upon completion of the project. Three (3) MSDS forms shall be submitted for each item. Only official OSHA MSDS forms shall be used; copies will not be accepted. The Contractor shall compile the MSDS forms and bind them into the Owners Manuals.

1.4 Required Submittals

1. Project Schedule

2 Notification, Access, and Special Considerations

2.1 General

Any damage caused by the Contractor's operations to areas outside of the specified project removal and easement limits, including but not limited to roadway pavements, driveway pavements, drainage structures, storm sewer, underground utilities, overhead utilities, turf areas, and landscaped areas shall be repaired and/or replaced by the Contractor at no additional cost to the Owner.

Contractor staging and temporary storage of equipment and materials shall be as shown on the drawings. The designated staging/storage areas shall be the only staging/storage areas utilized by the Contractor.

Deliveries to the work site shall be accepted by the Contractor at the East treatment plant entrance (Guard Shack at the Kishwaukee Street entrance). The District will not coordinate or be responsible for any deliveries that are inadvertently delivered to the District inventory shop.

The Contractor shall clean up areas from which spoil has been removed at the end of each day by sweeping, washing or other approved methods. When the work is halted by rain, the Contractor shall clean up work areas before leaving the site.

The Contractor is responsible for any damages caused by his operations to existing structures above or below the ground as covered in G.C. 12:1 of the District's *General Provisions and Technical Specifications for Sanitary Sewer Construction*.

The Contractor shall not damage, disturb remove or otherwise obliterate any survey monument, monument tie, lot pin, right-of-way marker, etc., until the exact locations have been recorded by a professional Land Surveyor licensed in the State of Illinois. The Contractor shall enlist the services of a registered Illinois Professional Land Surveyor to locate, document and restore/reset any and all monuments damaged or disturbed as a result of construction.

The Contractor's proposed sequence of work shall be outlined in the Project Schedule and submitted prior to beginning any work. The Contractor is responsible for developing the means, methods, and procedures for deconstruction and is responsible for compliance with all OSHA, EPA, and DOT regulatory requirements.

The Contractor shall have a temporary concrete washout facility installed onsite at a location to be determined by the District. The facility shall comply with the Illinois Urban Manual Practice Standard Code 954.

All Quality Control material testing, subgrade compaction testing, subbase granular material compaction testing, and trench backfill compaction testing shall be performed by the Contractor, with Quality Assurance testing to be provided by the District. Costs associated with material testing by the Contractor will not be paid for separately but shall be considered included in the various pay items associated with the scope of work.

2.2 Materials – Not used.

2.3 Required Submittals – Not used.

2.4 Measurement and Payment

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

3 Clearing, Special

3.1 General

This work shall include the clearing of the areas identified on the plans, disposal of cleared materials, and all work required to prepare the existing ground for the proposed final improvements. Materials encountered to be cleared and removed include, but are not limited to, weeds, overgrowth, brush and small trees (less than 6-inch diameter). All materials removed shall be disposed of off-site in a legal manner.

Restoration of the areas disturbed shall be completed under the *Seeding, Class I with Fertilizer* pay item.

3.2 Required Submittals – Not used.

3.3 Payment

Payment shall be made at the contract unit price per Lump Sum of **Clearing, Special**.

4 Sidewalk Removal

4.1 General

This work shall be done in accordance with Section 440 of the *IDOT Standard Specifications* and shall involve the complete removal and disposal of the existing Portland Cement Concrete sidewalk and steps where indicated on the plans. Maximum pay limits for the removal are shown on the plans; the Contractor shall not remove any sidewalk beyond these limits without prior written District approval. The Contractor shall replace any sidewalks damaged during the course of construction at no additional cost to the Contract, unless approved in advance by the District.

All sidewalks shall be removed from the site in accordance with all applicable State or Federal laws and regulations. Clean Construction or Demolition Debris regulations shall be adhered to by the Contractor in disposal of all sidewalk removed from the site.

4.2 Materials – Not used.

4.3 Required Submittals – Not used.

4.4 Payment

No measurement will be made for this item. Payment shall be made at the Contract Lump Sum Price for **Sidewalk Removal**.

5 Aggregate Base Course, Type B – Variable Depth

5.1 Aggregate Base Course, Type B

The Contractor shall furnish and place aggregate base course, Type B, as indicated in project plans. Base course materials shall be CA 6 gradation. All work shall be in accordance with Section 351 of the I.D.O.T. *Standard Specifications*.

Aggregate base course thickness shall be as required to match final grades, as shown on the drawings, but a minimum of two inches (2") thick under proposed pavement and utility trench and compacted to ninety-eight percent (98%) of Standard Proctor density. The Contractor shall pay for a sufficient number of compaction tests by an independent, certified geotechnical firm to demonstrate compaction is adequate as determined by the District.

All aggregate base course defects shall be corrected in a manner acceptable to the District, at no additional cost.

5.2 Measurement and Payment

No measurement will be made for this item. Aggregate Base Course installed underneath PCC Paved Ditch, PCC Sidewalk, and Utility Trench shall be incidental to those bid items.

6 Portland Cement Concrete Sidewalk, 6”

6.1 General

This work shall conform to Section 424 of the *IDOT Standard Specifications*. The subgrade shall be prepared with a minimum 2” of compacted CA-6 aggregate; said aggregate shall not be paid for separately but costs shall be included within this pay item.

Expansion joints shall be installed per Article 424.07 of the *IDOT Standard Specifications*.

6.2 Materials

Portland Cement Concrete shall be Class SI mix per Article 1020.04 of the *IDOT Standard Specifications*.

Expansion Joint Fillers shall be in accordance with Section 1051 of the *IDOT Standard Specifications*.

6.3 Required Submittals

1. PCC Mix Designs.
2. Expansion Joint Fillers material certification.

6.3 Payment

Payment for this item shall be made at the contract unit price per Square Foot of **Portland Cement Concrete Sidewalk, 6”**.

7 Portland Cement Concrete Paved Ditch

7.1 General

This work shall conform to Section 606 of the I.D.O.T. *Standard Specifications for Road and Bridge Construction* (Current Edition). The subgrade shall be prepared with a minimum 2” of compacted CA-6 aggregate; said aggregate shall not be paid for separately but costs shall be included within this pay item.

7.2 Materials

Aggregate base course shall be CA 6 gradation.

Portland cement concrete shall conform to Section 1020 of the I.D.O.T. *Standard Specifications*. Concrete shall be class SI with a water/cement ration between 0.32 and 0.46, air content between 5.0% and 8.0%, and a 14 day compressive strength of 3500 psi.

Field Tests: Concrete shall be sampled at the point of delivery a minimum of once per day to verify temperature, slump, air content and strength meet specifications. Testing shall be performed by an independent, certified materials testing firm.

7.3 Measurement and Payment

This item shall be measured by the square foot installed. Payment shall be made at the contract unit price per square foot for **Portland Cement Concrete Paved Ditch**. Aggregate base, curing compound and joint filler shall be included in the bid unit price.

8 Topsoil, Furnish & Place with Grading & Shaping

8.1 General

This work shall include grading of disturbed areas to elevations shown on the drawings, preparing areas to be seeded, and placing topsoil as required.

This work shall be in accordance with Section 250 of the *IDOT Standard Specifications*. Ground surfaces that were covered with grass previous to construction shall be seeded according to all applicable specifications and as directed by the District. The Contractor shall make certain that all disturbed areas have a six inch (6") minimum depth of approved quality topsoil.

Seedbed preparation shall be done according to Article 250.05 of the *IDOT Standard Specifications*.

Seeding shall be placed on six-inch (6") minimum topsoil bed. The District shall approve the locations from which the topsoil is to be obtained. When requested by the District, a sample of the proposed topsoil shall be submitted to the District in a one-quart glass container, completely filled, with a chemical and mechanical analysis of the topsoil by an approved testing laboratory.

8.2 Materials

Topsoil utilized from off-site sources shall be in accordance with Article 1081.05(a) of the *I.D.O.T. Standard Specifications*.

8.3 Required Submittals

1. Topsoil certifications (if being delivered from off-site).

8.4 Payment

This work will be paid for at the Contract Unit Price per square yard for **Topsoil, Furnish & Place with Grading & Shaping**, which cost shall include furnishing and placing topsoil and seedbed preparation.

9 Seeding, Class I with Fertilizer

9.1 General

Ground surfaces that were covered with grass previous to construction shall be seeded according to all applicable specifications and as directed by the District. The Contractor shall make certain that all disturbed areas have the same depth (6" minimum) and quality of approved topsoil at the surface as existed prior to construction.

The seeding mixture used shall be compatible with the existing ground cover and shall be acceptable to the District. Maintainable lawn areas shall be seeded with I.D.O.T. Class I seeding mixture.

Reference is made to the *General Provisions and Technical Specifications for Sanitary Sewer Construction*, T.S. 4:2, for specifications on seeding and sodding and fertilizer, and to Sections 250, 251 and 252 of the I.D.O.T. *Standard Specifications for Road and Bridge Construction* (Current Edition).

Guarantee: All seeded areas shall be maintained for at least thirty (30) days after application. Scattered bare spots no larger than two square feet will be allowed up to a maximum of five percent (5%) of any seeded area.

9.2 Materials

Seedbed preparation shall be done according to Article 250.05 of the I.D.O.T. *Standard Specifications for Road and Bridge Construction* (Current Edition).

Seeding methods shall follow those mentioned in Article 250.06. Mowing to discourage weed growth will be completed by the Contractor until the project is accepted by the District.

Fertilizer work shall be done in accordance with Article 250.04. Fertilizer shall have an analysis of 10-10-10 and be applied at the rate of 400 lbs./acre.

Straw mulch shall be per Method 2 and done in accordance with the applicable portions of Section 251 of the *Standard Specifications* with the following exceptions:

The rate of application for mulch will be 4,000 lbs./acre using Hydro Tack at a rate of 400 lbs./acre for stabilization. This specification describes mulch for use with the hydraulic application of grass seed which shall consist of specially prepared wood cellulose fiber. It shall be processed in such a manner that it will not contain any growth or germination-inhibiting factors, and shall be dyed in an appropriate color to facilitate metering of the material. It shall be manufactured in such a manner that after additions and agitations in slurry tanks with fertilizers, grass seeds, water and any other approved additives, the fibers in the material will be come uniformly suspended to form a homogenous slurry, and that when hydraulically sprayed on the ground, the material will form a blotter-like cover impregnated uniformly with grass seed, and which after application will allow the absorption of moisture and percolation of rainfall or mechanical watering of the underlying soil.

The mulch material described above shall be supplied in packages having a gross weight not in excess of 55 pounds. The packages shall be adequately wrapped in paper, polyethylene or other suitable material to prevent loss or spillage during handling. Weight specifications of this material from suppliers, and for all applications, shall refer only to air dry weight of the fiber material. Absolute air dry weight is based on the normal weight standard of the Institute of the Pulp and Paper Industry for wood cellulose and is considered equivalent to ten percent (10%) moisture. Each package of the cellulose fiber shall be marked by the manufacturer to show the air-dry weight content.

9.3 Required Submittals

1. Seed Mixtures
2. Fertilizer specifications and certifications

3. Mulch specifications and certifications

9.4 Payment

This work will be paid for at the Contract Unit Price per square yard for **Seeding, Class I with Fertilizer**.

10 Erosion Control

10.1 General

The total disturbed area for this project is estimated to be less than 1.0 acre. Accordingly, a Notice of Intent (N.O.I.) and a Storm Water Pollution Prevention Plan (SWPPP) has not been submitted to the Illinois Environmental Protection Agency (I.E.P.A.).

The Contractor shall comply with all the requirements of the I.E.P.A.'s *Illinois Urban Manual*, current edition and Section 280 of the *IDOT Standard Specification*. All disturbed areas shall be restored to near original contours and seeded in accordance with these Detailed Specifications.

The erosion control devices, materials, and procedures specified in these contract documents are to be considered a minimum. Additional devices or materials may be required based on existing site conditions, at the direction of the Engineer. Any devices, materials, or procedures required by the Engineer due to the Contractor's actions or negligence will be at no additional cost to the District.

The Contractor shall take whatever measures the District deems necessary to eliminate excessive erosion or siltation. This includes but is not limited to: inlet protection, seeding, sodding, erosion control blanket, silt fence, etc.

The Contractor shall keep the pavement areas free from all dirt and construction debris at all times during construction. Mud and debris shall be removed daily from roadway surfaces at the end of each workday or as necessary.

The Contractor shall have a temporary concrete washout facility installed onsite at a location to be determined by the District. The facility shall comply with the Illinois Urban Manual Practice Standard Code 954.

The Contractor shall remove and dispose of all temporary erosion control devices within 30 days of final site stabilization and approval by the District.

10.2 Materials – Not used.

10.3 Required Submittals – Not used.

10.4 Payment

No separate payment shall be made for erosion control. All costs associated with this work shall be incidental to construction.

11 Utility Trench, Complete

11.1 General

This work shall consist of furnishing and installing a utility trench system as shown on the drawings. The minimum dimensions shall be 4-inches nominal clear opening and 10-inch depth. The units will be manufactured with a neutral invert. The FRP grating shall be Class C rated.

11.2 Materials

The utility trench system, which includes trench and grating, shall be provided by a single manufacturer. The utility trench shall be DK020 as manufactured by ACO Polymer Products, Inc. or District approved equal. The grating shall be Type 492Q Slotted resin composite grate as manufactured by ACO Polymer Products, Inc. or District approved equal. See Section III for utility trench and grating data sheets.

11.3 Required Submittals

1. Utility Trench
2. Grating

11.4 Payment

Payment shall be made at the contract unit price per Linear Foot for **Utility Trench, Complete**.

12 Construction Layout

12.1 General

This work shall be in accordance with IDOT *Recurring Special Provision #10: Construction Layout Stakes* as included in this Contract, and shall consist of the Contractor providing all layout for the construction of this project to the lines and grades contained within the plans.

The District shall perform layout checks periodically, and specifically before any PCC placement is performed.

12.2 Materials – Not used.

12.3 Required Submittals – Not used.

12.4 Payment

Payment shall be made at the contract unit price per Lump Sum for **Construction Layout**.

13 Cleanup

13.1 General

At the completion of work, the Contractor shall clean up and remove all construction debris, materials, equipment, machines, temporary concrete washouts etc., from the entire project area. All excavations shall be backfilled neatly to original grade, and any excess materials shall be

hauled away to a site acceptable to the District. All roadway surfaces shall be kept free and clear of all mud and construction debris.

13.2 Materials – Not used.

13.3 Required Submittals – Not used.

13.4 Payment

No separate payment will be made for Cleanup, complete. All costs associated with this work shall be incidental to construction.

Not to be used for bidding purposes

Not to be used for bidding purposes

Section II
Contract Forms

Proposal

Project: Plant Concrete Repair 2019
Chlorine Contact Tank Sidewalk & Plant Drainage Improvements,
Capital Project No. 1950

Location: Rock River Water Reclamation District
3333 Kishwaukee St., Rockford IL

Completion Date: May 31, 2019

Liquidated Damages: \$300/calendar day

To: Board of Trustees
Rock River Water Reclamation District
3501 Kishwaukee Street
Rockford, IL 61109

From: _____
(Individual, Partnership or Corporation, as case may be)

(Address of Individual, Partnership or Corporation)

Gentlemen:

I (We), the undersigned, hereby propose to furnish all materials, equipment, tools, services, labor, and whatever else may be required to construct and place in service the above subject Sanitary Sewer for the Rock River Water Reclamation District all in accordance with the plans and specifications, provided by the Rock River Water Reclamation District. The undersigned also affirms and declares:

1. That I (we), have, examined and am (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.
2. That I (we), have carefully examined the site of the work, and that, from my (our) investigation, has satisfied myself (ourselves) as to the nature and location of the work, the

character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, effect the work or its performance.

3. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that I (we) are not barred from bidding as a result of a bid-rigging or bid-rotating conviction.
4. That accompanying the Proposal is a Bidder's Bond in the amount specified in Article 1, Notice to Bidders, payable to the Board of Trustees of the Rock River Water Reclamation District, which it is agreed, shall be retained as liquidated damages by said Rock River Water Reclamation District if the undersigned fails to execute the Contract in conformity with the contract documents incorporated in the contract documents and furnish bond as specified, within ten (10) days after notification of the award of the contract to the undersigned.
5. The Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
6. The Bidder is not in arrears to the Rock River Water Reclamation District, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Rock River Water Reclamation District.
7. No officer or employee or person whose salary is payable in whole or in part by the District is, shall be or become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the work to which it is relates, or in any portion of the profits thereof.
8. The Bidder which I represent complies with all applicable requirements of the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Act (OSHA) and that if said bidder is awarded a contract, it will complete all OSHA-required or ADA-required employee and customer training, will make available all required information, and will hold harmless and indemnify the District and the District's representatives.

In regard to participation in an approved Apprenticeship program, upon request, Contractor will be required to provide written proof of participation.

9. The undersigned, as Bidder, declares that he has adopted and promulgated written sexual harassment policies in accordance with Public Act 99-093 and will make this information available upon request.
10. The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including the Rock River Water Reclamation District) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor. The successful Bidder shall be responsible for verifying the prevailing wages each month and notifying all subcontractors of the appropriate monthly rates. Prevailing wage rates may be found on the Illinois Department of Labor website at www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.

The certified payroll records must include the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day, for every worker employed on the project. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor. Certified payroll reports shall be submitted on industry standard forms such as IDOT Statement of Compliance (SBE 348) or other approved equal.

11. The undersigned, as Bidder, declares he will comply with the Federal Drug Free Workplace Act.
12. The undersigned, as Bidder, declares he will comply with Public Act 83-1030 entitled "Steel Products Procurement Act".
13. The undersigned, as Bidder, declares he will comply with Public Act 96-929 (30 ILCS 570) regarding Illinois residents employment.

14. The undersigned, as Bidder, declares he will comply with non-discrimination in employment in accordance with the Illinois Fair Employment Practices Commissions Rules & Regulations.
15. The undersigned, as Bidder, declares that he currently participates in an apprenticeship or training program that is registered with the United States Department of Labor's Bureau of Apprenticeship and Training or other acceptable State of Illinois Department of Labor monitored program.

In submitting this bid, it is understood that the right is reserved by the Rock River Water Reclamation District to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

The undersigned further declares that he (they) has (have) carefully examined the following items of work and that the cost of all the work to complete this project is given in this Proposal.

Not to be used for bidding purposes

Item No.	Quantity	Unit	Description	Unit Price (In Writing)	Unit Price (In Figures)	Total Price (In Figures)
1	1	LS	Clearing, Special			
2	1	LS	Sidewalk Removal			
3	700	SF	Portland Cement Concrete Sidewalk, 6"			
4	432	SF	Portland Cement Concrete Paved Ditch, 6"			
5	400	SY	Topsoil Furnish & Place with Grading & Shaping			
6	400	SY	Seeding, Class I with Fertilizer			
7	1	LS	Construction Layout			
8	134	LF	Utility Trench, Complete			
TOTAL BID PRICE:						
				(In Writing)		(In Figures)

The undersigned acknowledges receiving Addendum numbers _____, _____, _____, and realizes that all Addenda are considered part of the contract.

By: _____

Name: _____ Title: _____ Date: _____

Fair Employment Practices Affidavit of Compliance

PROJECT: Plant Concrete Repair 2019 - Chlorine Contact Tank Sidewalk & Plant Drainage Improvements, Capital Project No. 1950

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE ROCK RIVER WATER RECLAMATION DISTRICT CANNOT ACCEPT ANY BID WHICH DOES NOT CONTAIN THIS AFFIDAVIT

_____, being first duly sworn, deposes and says that:
(Name of person making affidavit)

They are: _____ of _____
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance to this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Departments Rules and Regulations.
6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 I11. Reg. 16484, effective September 23, 2008)"

IL Dept of Human Rights Registration No.: _____ Expiration Date: _____

Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we:

_____ (hereinafter called the Principal) and

_____ (hereinafter called the Surety)

a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Illinois are held and firmly bound onto the Rock River Water Reclamation District of Winnebago County, Illinois (District), in the full and just sum of: TEN PERCENT (10%) OF THE TOTAL BID PRICE good lawful money of the United States of America, to be paid upon demand of the District, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the District, a proposal for constructing Sanitary Sewers and Appurtenances.

WHEREAS, the Principal desires to file this bond, in accordance with law, to accompany this Proposal.

NOW THEREFORE, The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten days after the date of receipt of a written notice of award of Contract, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth therein, in the form and manner required by the District, and execute a sufficient and satisfactory Contract Performance Bond payable to said District in an amount of one hundred percent (100%) of the Contract price (including alternates) in form and with security satisfactory to said District, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid District, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed
and sealed this ____ day of _____, 2019.

Principal

(Seal)

By _____

Name: _____

Title: _____

Date: _____

ATTEST:

Secretary

Surety

(Seal)

By _____

Name: _____

Title: _____

Date: _____

Not to be used for bidding purposes

Agreement

1. General

THIS AGREEMENT, made and concluded this ____ day of _____, 2019, between the Rock River Water Reclamation District, Rockford, Illinois (District), acting by and through the Board of Trustees, and _____, his/their executors, administrators, successors or assigns:

2. Scope of Work

WITNESSETH: That for and in consideration of the payments and agreements made in the Proposal attached hereto, to be made and performed by the District and according to the terms expressed in the Bond referring to these presents, the Contractor agrees with the District at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the District and its representative.

And it is also understood and agreed that the Bidding Requirements, Detailed Specifications, Contract Forms, General Conditions, General Requirements, Technical Specifications, Plans, Addenda, and provisions required by law are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

3. Contract Price

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the Total Contract Price of _____ and _____ 00/100 (\$_____).

Payments are to be made to the Contractor in accordance with and subject to the provisions of Section 7 of this Agreement, which is a part of this Contract.

4. Bond

The Contractor has entered into and herewith tenders a bond of even date herewith, in the penal sum of _____ and 00/100 (\$_____) to insure the faithful performance of this Contract, which said bond is hereby made a part of this Contract by reference.

5. Maintenance and Guarantee

The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the District all work for a period three years from the date of final acceptance of the Contract for trench settlement and for a period of two years all other work, except where periods of maintenance and guarantee are provided for. The Contractor shall, for this period, indemnify and save harmless the District, its officers and agents from any injury done to property or persons as a direct or alleged result of imperfections in the Contractors' work, and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by the District, the District shall have the right to have the work done by others and to call on the Contractor and his bondsman to pay the costs thereof.

6. Contract Execution

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the entire improvement shall be done in a thorough and workmanlike manner, under the direction and to the satisfaction of the District and in full compliance with all the requirements of its representative under them. All loss or damage arising out of the nature of the work to be done, or from any detention of unforeseen obstruction or difficulty which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

The Contractor will be held responsible for all accidents, and hereby agrees to indemnify and protect the District from all suits, claims, and actions brought against it, and all cost, and damages which the District may be put to by reason of an injury or alleged injury, to the person or property of another in the execution of this contract, or the performance of the work, or in guarding the same, or for any material used in its prosecution or in its construction.

Any person employed on the work who shall refuse or neglect to obey the directions of the District or its representative, or who shall be deemed by the District to be incompetent, or who shall be guilty of any disorderly conduct, or who shall commit any trespass on any public or private property in the vicinity of the work, shall at once be removed from the work by the Contractor when so requested by the District.

Any request to extend the contract completion date must be considered by the Board at the Board meeting prior to the then-existing contract termination date. Any deviation from this action will result in the liquidated damage clause in the contract to be exercised.

7. Payments to Contractor

The District hereby covenants and agrees, in consideration of the covenants and agreements in this Contract, specified to be kept and performed by the Contractor and subject to the conditions herein contained, and if the District receives an acceptable invoice prior to the tenth day of the month and receives approval of the work by the District Engineering Manager, the District shall issue payment before the fifth day of the succeeding month. If the District receives an acceptable invoice on or after the tenth day of the month, the District shall issue payment before the fifth day of the second succeeding month.

The District reserves the right at all times to refuse to issue payment in case the Contractor has neglected or failed to pay any subcontractors, workmen or employee on the work.

8. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted without the express consent of the District, to be entered in the records, and in no case shall consent relieve the Contractor from the obligation herein entered into, or change the terms of this Agreement.

9. Contractor's Responsibility

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

In consideration of and to induce the award of this Contract to him, the Contractor represents and warrants: that he is not in arrears to the District upon debt of the Contract and that he is not a defaulter, as surety, contractor or otherwise; that he is financially solvent and sufficiently experienced and competent to perform the work; that the work can be performed as called for by the Contract; that the facts stated in his proposal and the information given by him is true and correct in all respects, and that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

The Contractor shall pay not less than the prevailing wage rate as determined by the Department of Labor, to all laborers, workmen and mechanics performing work under this Contract. Contractor shall comply with current revisions of the wage standards; as required by law. The Contractor shall be responsible for verifying the prevailing wages each month and notifying all subcontractors of the appropriate monthly rates. Certified payroll reports shall be submitted on industry standard forms such as IDOT Statement of Compliance (Form SBE 348).

In regard to nondiscrimination in employment, Contractor will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations as provided herein.

The Contractor shall comply with the American Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify the District and their representatives from all:

- (a) suits, claims, or actions;
- (b) costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlement, and;
- (c) damages of any kind (including but not limited to actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

Contractor shall also comply with Public Act 99-0933, which requires any party to a contract to adopt and enforce a written policy regarding sexual harassment that includes, as a minimum, the following information:

- (a) the illegality of sexual harassment
- (b) the definition of sexual harassment under Illinois State law;
- (c) a description of sexual harassment, utilizing examples;
- (d) my (our) organization's internal complaint process including penalties;
- (e) through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
- (f) directions on how to contact the Department and the Commission; and
- (g) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Upon request this information will be provided to the Illinois Department of Human Rights. Upon District award of a contract, the District will be provided this information described no more than ten working days after the District issues its award notification.

The Contractor shall comply with Article 2 of Public Act 83-1472 which provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and further, that Illinois workers are available and capable of performing the particular type work involved.

The Contractor shall comply with all rules and regulations of OSHA during the execution of this Contract.

The Contractor shall comply with the Federal Drug Free Workplace Act.

The Steel Products Procurement Act, Illinois Public Act 83-1030, requires that steel products used or supplied in performance of this Contract or subcontract shall be manufactured or produced in the United States with three exceptions, as explained in the Instructions to Bidders.

The Contractor shall comply with Public Act 96-1416 regarding the disposal of CCDD and uncontaminated soil at CCDD fill sites as explained in the Instructions to Bidders.

10. Time

Work under this Agreement shall be commenced upon written Notice to Proceed. The completion date for this project shall be May 31, 2019.

11. Liquidated Damages

The amount of liquidated damages shall be \$300.00 per calendar day.

Not to be used for bidding purposes

12. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

**Rock River Water Reclamation District
Winnebago County, Illinois**

(Seal)

By _____
President, Board of Trustees

ATTEST: _____
Clerk of the Board

Contractor

(Corporate Seal)

By _____
Contractor's Officer

Name: _____

Title: _____

Date: _____

ATTEST: _____

Not to be used for bidding purposes

Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Rock River Water Reclamation District has awarded to: _____ hereinafter designated as the “Principal”, a contract, dated, _____, for the Rock River Water Reclamation District.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the “Bond”);

NOW, THEREFORE, we the Principal and _____, as Surety, are firmly bound unto the Rock River Water Reclamation District in the penal sum of _____ Dollars (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Rock River Water Reclamation District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments. The Rock River Water Reclamation District shall be named as beneficiary on this Performance Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

SURETY

Contractor Firm Name:

By: _____

By: _____ Signature

Attorney-in-Fact

Title

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

Not to be used for bidding purposes

Labor & Material Payment Bond

TO: _____ Contractor Name
_____ Contractor City, State

KNOW ALL MEN BY THESE PRESENTS

That _____ (Contractor)

as Principal, and _____

a corporation of the State of _____ as Surety, are held and firmly bound unto the Rock River Water Reclamation District, as Obligee, for the use and benefit of claimants as hereinafter defined in the amount of

_____ Dollars (\$ _____), for the payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ 2019 entered into a Contract with Obligee for _____ in accordance with contract documents prepared by the Rock River Water Reclamation District which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 280 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is deemed as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.
2. Nothing in this Bond contained shall be taken to make the Obligee liable to any subcontractor, material man or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of

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

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Oblige and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Oblige of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.
4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. The Principal and Surety shall be liable for any attorney's fees, engineering costs, or court costs incurred by the Oblige relative to claims made against this Bond.

Signed and Sealed this _____ day of _____, 2019.

CONTRACTOR SURETY
Contractor Firm Name

By: _____
Signature

By: _____
Attorney-in-Fact

Title Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

Section III
Utility Trench System Data Sheets

Not to be used for bidding purposes

Type 492Q Slotted resin composite grate

Product Features

- Certified to EN 1433 Load Class C - 56,000 lbs - 1,162 psi
- Uses 'QuickLok' boltless locking system
- Suitable for use with K100, KS100, H100-8, H100-10, H100K-8, and H100KS-8 channels
- Manufactured from durable UV stable resin composite
- Excellent resistance to chemicals
- Complies with ASME: A112.6.3 - 2001: Section 7.12 Heel Resistant Strainers and Grates
- Bicycle Tire Penetration Resistant to AS3996-2006



ACO Specification Information

Not to be used for bidding purposes

Specifications

General

The surface drainage system shall be ACO Drain K100, KS100, H100-8, H100-10, H100K-8, and H100KS-8 channels* complete with ACO Type 492Q Slotted resin composite grate with 'QuickLok' locking as manufactured by ACO Polymer Products, Inc. or similar approved.

Materials

The covers shall be manufactured from resin composite and have **minimum** properties as follows:

- **Independently certified to meet Load Class C to EN 1433 - 56,000 lbs - 1,162 psi**
- **UV stable resin composite**
- **Intake area of 14.5 sq. in. (93.5 cm²) per half meter of grate**

The overall width of 4.84" (123mm) and overall length of 19.69" (500mm). Slots measure 1.75" (45mm) by 0.31" (8mm) and 1.17" (30mm) by 0.31" (8mm).

Installation

The trench drain system and grates shall be installed in accordance with the manufacturer's installation instructions and recommendations.

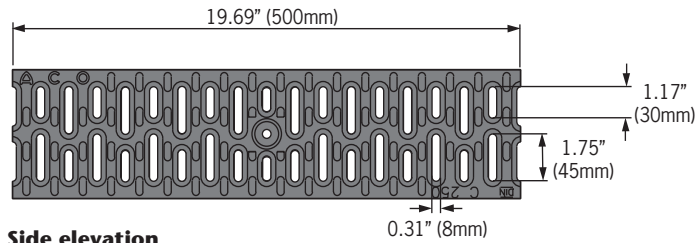
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ACO DRAIN

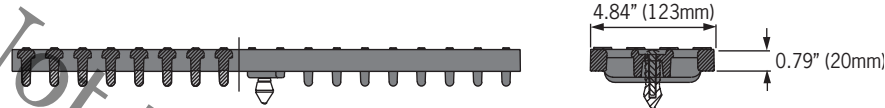
Type 492Q Slotted resin composite grate



Plan view

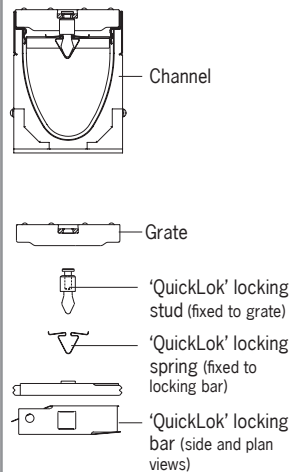


Side elevation



Description	Part No.	Length inches (mm)	Width inches (mm)	Weight lbs.
QuickLok grate	04780	19.69 (500)	4.84 (123)	3.5
Type 492Q slotted resin composite grate	02899	-	-	0.2
QuickLok locking bar	01318	-	-	0.6
QuickLok grate removal hook				

'QuickLok' locking mechanism



ACO 'QuickLok' is a patented boltless locking system, grates are removed and replaced with the minimum time and effort for ease of maintenance. The unique design provides a positive 'snap down' fit into the locking bar. A stud is fixed to the grate which 'locks' into the spring clip in the locking bar.

The 'QuickLok' stud is made from stainless steel and high density nylon, the locking bar and clip are stainless steel, for use in both general purpose and corrosive environments.

ACO Specification Information

ACO Polymer Products, Inc.

Northeast Sales Office

9470 Pinecone Drive
Mentor, OH 44060
Tel: (440) 639-7230
Toll free: (800) 543-4764
Fax: (440) 285-7005

West Sales Office

825 W. Beechcraft St.
Casa Grande, AZ 85122
Tel: (520) 421-9988
Toll Free: (888) 490-9552
Fax: (520) 421-9899

Southeast Sales Office

4211 Pleasant Road
Fort Mill, SC 29708
Toll free: (800) 543-4764
Fax: (803) 802-1063

Follow us on



Electronic Contact:

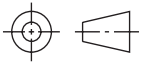
info@ACODrain.us
www.ACODrain.us



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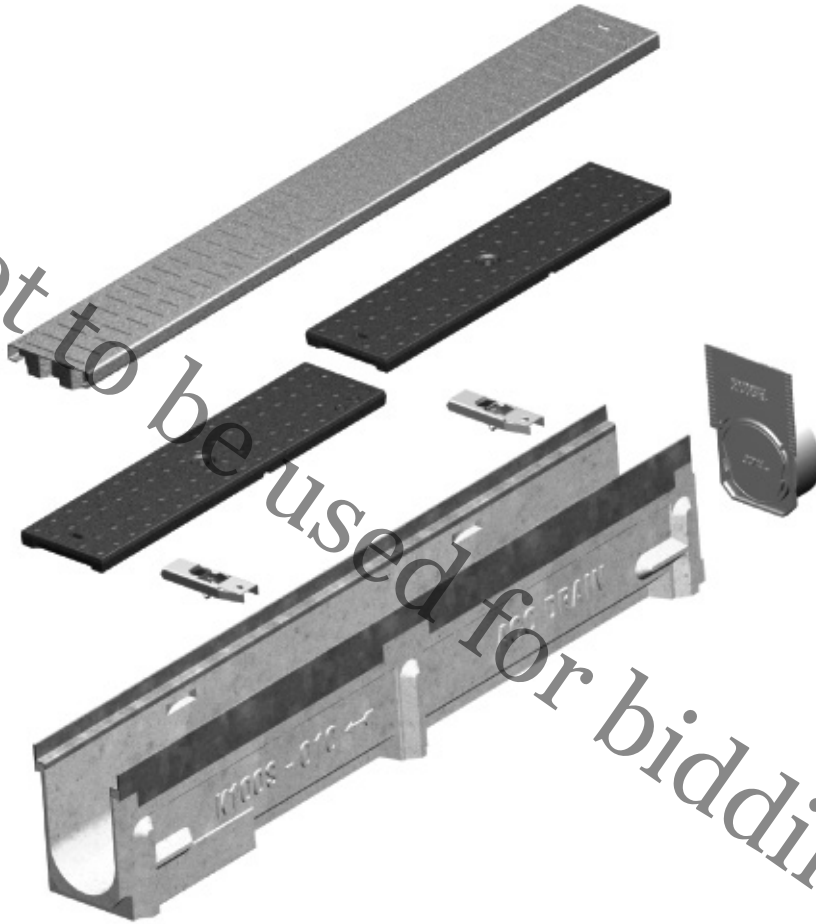


DK100 Utility Trench

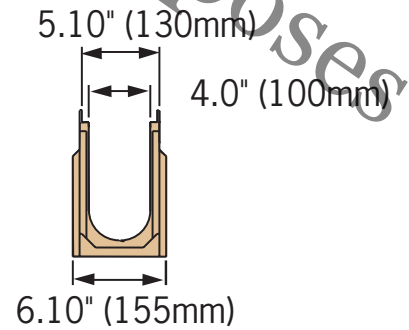
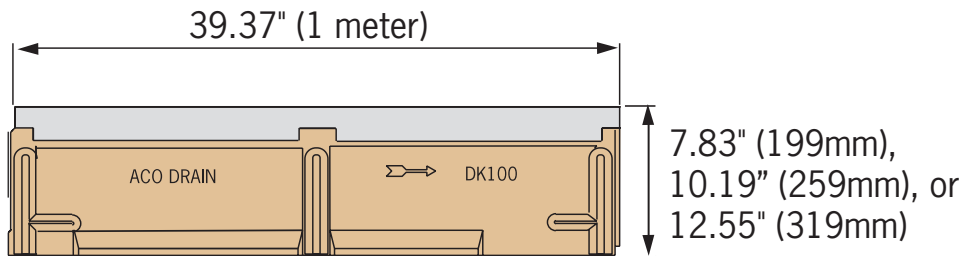


DK100 - Integrally cast-in galvanized steel edge rail

One meter channel



ACO Specification Information
Not to be used for bidding purposes



ACO UTILITY DUCT

DK100 Utility trench system



Description	Invert Depth	Part No	Weight (lbs)
DK010 polymer concrete duct	6.96"	99272	36.8
DK020 polymer concrete duct	9.33"	99295	46.0
DK030 polymer concrete duct	11.69"	99317	55.8
DK100 End cap		96825	0.4
Type 416 Galvanized steel solid cover - 1 meter (39.37")	-	02590	10.1
Type 456 Ductile iron solid cover - 0.5 meter (19.69") use 2 per channel	-	06573	14.2
QuickLok locking bar (2 per channel required)	-	02899	

Notes:

1. Units are sold complete (channel and 2 covers) - total weight is complete unit.

ACO Specification Information

Specifications

General

The surface drainage system shall be ACO Drain K100S complete with gratings secured with 'QuickLok' locking as manufactured by ACO Polymer Products, Inc. or equal approved.

Materials

The trench system bodies shall be manufactured from polyester polymer concrete with minimum properties as follows:

Compressive strength:	14,000 psi
Flexural strength:	4,000 psi
Water absorption	0.07%

Frost proof
Salt proof
Dilute acid and alkali resistant

The nominal clear opening shall be 4.00" (100mm) with overall width of 5.10" (130mm). Pre-cast units shall be manufactured with either an invert slope of 0.6% or with neutral invert and have a wall thickness of at least 0.50" (13mm). Each unit will feature a full radius in the trench bottom and a male to female interconnecting end profile. Units shall have horizontal cast in anchoring features on the outside wall to ensure maximum mechanical bond to the surrounding bedding material and pavement surface. The galvanized steel edge rail will be integrally cast in by the

manufacturer to ensure maximum homogeneity between polymer concrete body and edge rail. Each edge rail shall be at least 1/8" (3mm) thick.

Grates

Grates should be specified. See separate ACO Spec Info grate sheets for details. After removal of gratings and 'QuickLok' bar there shall be uninterrupted access to the trench to aid maintenance.

Installation

The trench drain system shall be installed in accordance with the manufacturer's installation instructions and recommendations.

ACO Polymer Products, Inc.

East Sales Office

P.O. Box 245
Chardon, OH 44024
Tel: (440) 285-7000
Toll free: (800) 543-4764
Fax: (440) 285-7005

West Sales Office

P.O. Box 12067
Casa Grande, AZ 85130
Tel: (520) 421-9988
Toll Free: (888) 490-9552
Fax: (520) 421-9899

South East Sales Office

4211 Pleasant Road
Fort Mill, SC 29708
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Fax: (803) 802-1063

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Not to be used for bidding purposes

Section IV

General Provisions & Technical Specifications for Sanitary Sewer Construction

(Separate document incorporated by reference)