

Rock River Water Reclamation District Rockford, Illinois

Bidding Requirements and Contract Forms

for

**2019-2020 Sanitary Sewer System Lining
Capital Project No. 2037
IEPA Project No. L17-5658**

Rock River Water Reclamation District Rockford, Illinois

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

for

2019-2020 Sanitary Sewer System Lining Capital Project No. 2037 IEPA Project No. L17-5658

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Section I

Bidding Requirements & Contract Documents

Not to be used for bidding purposes

Advertisement for Bids

Rock River Water Reclamation District
3501 Kishwaukee Street
PO Box 7480
Rockford, IL 61126-7480

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work):

2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037, IEPA Project No. L17-5658, is comprised of all labor, materials, equipment, and supervision required to line existing sanitary sewers with cured-in-place pipe (CIPP). This project includes lining of sanitary sewers ranging in size from 6" to 30" Diameter, reinstatement of active sanitary services, and all necessary traffic control and appurtenances as indicated in the specifications.

Bids will be received by Rock River Water Reclamation District at the office of 3501 Kishwaukee Street, Rockford, Illinois 61109 until 10:00 a.m., Thursday, May 30, 2019, and then at said office publicly opened and read aloud.

“Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 IL CS 570), and the “Use of American Iron and Steel” requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient’s policy regarding the increased use of disadvantaged business enterprises. The loan recipient’s policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President’s Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.”

The CONTRACT DOCUMENTS may be examined at the following locations:

Bid documents may be obtained by contacting the Engineering Department at the Rock River Water Reclamation District, (815)-387-7660, 3501 Kishwaukee Street, Rockford, IL 61109, upon payment of \$100.00 for each set. The amount of the deposit for each set of specifications will not be refunded. For more information visit the District’s website at www.rwrwd.dst.il.us. Plans and specifications are available for viewing at the Rock River Water Reclamation District Engineering Department and the Northern Illinois Building Contractors Association, whose office is located at 1111 S. Alpine Road, Rockford, Illinois.

Bidder's attention is directed to Instruction to Bidders, Section 3.8, Statement of Qualifications.

Each proposal must be accompanied by the Rock River Water Reclamation District Bid Bond form with an acceptable Bid Security attached, in the amount of not less than five percent (5%) 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.

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: _____

By: _____

Chris Black, Business Manager

Information for Bidders

BIDS will be received by Rock River Water Reclamation District (herein called the "OWNER"), at 3501 Kishwaukee St., Rockford IL 61109 until 10:00 a.m., Thursday, May 30, 2019, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to RRWRD, Engineering Department, 3501 Kishwaukee Street, Rockford IL 61109. Each sealed envelope containing a BID must be plainly marked on the outside as "BID for 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037, IEPA Project No. L17-5658" and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number (if applicable), and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the RRWRD, Engineering Department, 3501 Kishwaukee Street, Rockford IL 61109.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one (1) copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide the BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two (2) remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment of BOND and performance BOND have been executed and approved, after which it will be returned.

A performance BOND and payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed triplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

All BIDDERS will comply with Sec. 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014", which specifies that all "iron and steel products" used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

The PROJECT ENGINEER is Matt Campbell. His direct line is 815.387.7684 and his email address is mcampbell@rrwrld.illinois.gov.

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 I.D.O.T. 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. Article 2 of Public Act 83-1472 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 99-093 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 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 the 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 project area.

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 Rock River Water Reclamation 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.

Should the Contractor desire to have an electronic proposal form e-mailed to him, the Contractor should contact the District's Engineering Department at (815) 387-7660. 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, 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 an amount of not less than five percent (5%) 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. Failure to provide a Bid Security in the amount specified will constitute sufficient cause for rejection of the bid. **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 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 ninety (90) 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 and has an operating business office as described in 3.10.2 – Evaluation of Responsibility. The proposal must provide documentation that the bidder possesses the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations as described in 3.10.2, Evaluation of Responsibility. Also, the Bidder shall document no less than three (3) contracts for similar projects 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 ninety (90) 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) similar contracts within the last five (5) years of equal or greater value to bid being submitted;
- g. Certify 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;
- h. For the manufacturer's product / installation method to be considered as acceptable, a minimum of 500,000 feet or 2,000 line sections of successful wastewater collection system installation in the USA must be documented. In addition, the product shall have been in service within the wastewater collection system for a minimum of two (2) years. The product must be shown to comply with the requirements of the detailed specifications;
- i. For the contractor to be considered as acceptable, the contract must have had at least two (2) years active experience in a commercial installation of the product and must have successfully installed at least 250,000 feet of the product in wastewater collection system installations. In addition, the contractor must certify that the installation of the product will be done in accordance with manufacturer's recommended procedures.

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 either 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 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037, IEPA Project No. L17-5658.
3. The Rock River Water Reclamation 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 Bond Form

The Contractor shall provide a Performance Bond and Labor & Materials 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 & Materials Bond form for the Contractor’s use.

If the Contractor fails to provide an acceptable bond 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.

3.12.7 Funding Requirements

Any contract or contracts awarded under this invitation for bids are expected to be funded by a loan from the Illinois Environmental Protection Agency (IEPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation to bids or any resulting contract. The procurement will be subject to regulations contained in the procedures for issuing loans from the State Revolving Loan Fund Program. The Davis-Bacon Act (40 USC 276a through 276a-5), and the Employment of Illinois Worker's on Public Works Act (30 ILCS CS 570). This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business. The loan recipient's policy requires all Bidders to undertake specified affirmative efforts at least 16 days prior to the day of the bid opening. The policy is contained in the Specifications. Bidders also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

3.12.8 Subcontractor's Payments

Contractor shall pay Subcontractors for satisfactory performance no more than thirty (30) days from the Contractor's receipt of payment from the District.

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 only applicable taxes in his bid price.

3.14 Guarantee and Maintenance

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 of one (1) year from the date of formal acceptance of the Contract, except where more extended guarantee and maintenance is provided for. The Contractor shall, for this period, indemnify and save harmless the District, its officers and agents from any injury or damage done to persons or property as a direct or alleged result of imperfections in the Contractor's 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 promptly repair, replace, rebuild or restore such defective or damaged work 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.

Not to be used for bidding purposes

Bid Form or Proposal

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____ (Insert "a corporation" or "a partnership" or "an individual" as applicable) to the Rock River Water Reclamation District (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037, IEPA Project No. L17-5658 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete by April 30, 2020. BIDDER further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter.

BIDDER certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436.(a) – (f) of H.R. 3547, "The Consolidated Appropriation Act, 2014."

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid, each party certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
- (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (where applicable):

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section: also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Subrecipients may obtain wage determination from the US Department of Labor's website www.dol.gov.

(ii)(A) The subrecipient, on behalf of US EPA, shall require that any class of laborers or mechanics including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The US EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient to IEPA. IEPA will forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborer or mechanics to be employed in the classification or their representatives, and the subrecipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the subrecipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in that classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics including a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the

work, all or part of the wages required by the contract, the subrecipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that that plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the subrecipient. Such documentation shall be available on request of IEPA or US EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site www.dol.gov/whd/forms/index.html. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient, for transmission to the IEPA, US EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(1) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, US EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as state above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be

paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid in the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainee. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at the trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will not longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the US EPA may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000 – clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the

United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, shall upon its own action or upon written request of the US EPA award official or an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the US EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

Bid Schedule

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

No.	Item	Quantity	Unit	Unit Price	Total Price
1	6" Sanitary Sewer Lining	243	LF	\$ -	\$ -
2	8" Sanitary Sewer Lining	36,742	LF	\$ -	\$ -
3	9" Sanitary Sewer Lining	6,020	LF	\$ -	\$ -
4	10" Sanitary Sewer Lining	3,723	LF	\$ -	\$ -
5	12" Sanitary Sewer Lining	7,426	LF	\$ -	\$ -
6	15" Sanitary Sewer Lining	1,363	LF	\$ -	\$ -
7	18" Sanitary Sewer Lining	696	LF	\$ -	\$ -
8	24" Sanitary Sewer Lining	2,589	LF	\$ -	\$ -
9	30" Sanitary Sewer Lining	380	LF	\$ -	\$ -
10	Service Reinstatement	967	EA	\$ -	\$ -
11	Protruding Service Removal	60	EA	\$ -	\$ -
12	Traffic Control & Protection	1	LS	\$ -	\$ -

TOTAL OF BID..... \$ _____

Bidder is currently certified as an MBE or WBE under EPA'S DBE Program? Yes _____ No _____

Respectfully submitted,

Signature

Mailing Address

Printed Name

City, State Zip

Title

Email Address

Telephone Number

Fax Number

(SEAL – if BID is by a corporation)

Attest

Major Items of Equipment

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

No.	Description	Manufacturer or Supplier
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Current Winnebago County Prevailing Wage Rates

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Winnebago	Asbestos ABT-GEN	All	BLD		\$ 37.75		1.5	1.5	2.0	2.0	\$ 8.92	\$ 14.49	\$ 4.87	\$ 0.80	\$ -
8/15/2018	Winnebago	Asbestos ABT-MEC	All	BLD		\$ 18.95		1.5	1.5	2.0	2.0	\$ 2.70	\$ 3.35	\$ -	\$ -	\$ -
8/15/2018	Winnebago	Boilermaker	All	BLD		\$ 49.46	\$ 53.91	2.0	2.0	2.0	2.0	\$ 6.97	\$ 20.41	\$ -	\$ 0.40	\$ -
8/15/2018	Winnebago	Brick Mason	All	BLD		\$ 41.45	\$ 50.81	1.5	1.5	2.0	2.0	\$ 11.05	\$ 14.00	\$ -	\$ 1.33	\$ -
8/15/2018	Winnebago	Carpenter	All	BLD		\$ 40.00		1.5	1.5	2.0	1.5	\$ 11.10	\$ 14.61	\$ -	\$ 1.32	\$ -
8/15/2018	Winnebago	Carpenter	All	HWY		\$ 43.74		1.5	1.5	2.0	2.0	\$ 10.65	\$ 14.00	\$ -	\$ 0.49	\$ -
8/15/2018	Winnebago	Cement Mason	All	ALL		\$ 37.00		1.5	1.5	2.0	2.0	\$ 11.55	\$ 16.83	\$ -	\$ 0.59	\$ -
8/15/2018	Winnebago	Ceramic Tile Finisher	All	BLD		\$ 35.05	\$ 35.05	1.5	1.5	2.0	2.0	\$ 10.35	\$ 7.11	\$ -	\$ 0.78	\$ -
2/22/2019	Winnebago	Communication Tech	All	BLD		\$ 40.25	\$ 44.28	1.5	1.5	2.0	2.0	\$ 13.19	\$ 14.20	\$ -	\$ 0.81	\$ -
8/15/2018	Winnebago	Electric Power Equipment Operator	All	ALL		\$ 42.59	\$ 57.95	1.5	1.5	2.0	2.0	\$ 5.75	\$ 13.21	\$ -	\$ 0.75	\$ -
8/15/2018	Winnebago	Electric Power Equipment Operator	All	HWY		\$ 41.45	\$ 56.38	1.5	1.5	2.0	2.0	\$ 5.50	\$ 12.87	\$ -	\$ 0.73	\$ -
8/15/2018	Winnebago	Grndman	All	ALL		\$ 32.86	\$ 57.95	1.5	1.5	2.0	2.0	\$ 5.75	\$ 10.20	\$ -	\$ 0.58	\$ -
8/15/2018	Winnebago	Grndman	All	HWY		\$ 32.00	\$ 56.38	1.5	1.5	2.0	2.0	\$ 5.50	\$ 9.92	\$ -	\$ 0.66	\$ -
8/15/2018	Winnebago	Electric Power Lineman	All	ALL		\$ 51.06	\$ 57.95	1.5	1.5	2.0	2.0	\$ 5.75	\$ 15.85	\$ -	\$ 0.90	\$ -
8/15/2018	Winnebago	Electric Power Lineman	All	HWY		\$ 49.67	\$ 56.38	1.5	1.5	2.0	2.0	\$ 5.50	\$ 15.40	\$ -	\$ 0.88	\$ -
8/15/2018	Winnebago	Electric Power Truck Driver	All	ALL		\$ 34.03	\$ 57.95	1.5	1.5	2.0	2.0	\$ 5.75	\$ 10.55	\$ -	\$ 0.60	\$ -
8/15/2018	Winnebago	Electric Power Truck Driver	All	HWY		\$ 33.14	\$ 56.38	1.5	1.5	2.0	2.0	\$ 5.50	\$ 10.29	\$ -	\$ 0.59	\$ -
2/22/2019	Winnebago	Electrician	All	BLD		\$ 47.00	\$ 51.70	1.5	1.5	2.0	2.0	\$ 13.19	\$ 19.38	\$ -	\$ 0.94	\$ -
8/15/2018	Winnebago	Elevator Constructor	All	BLD		\$ 50.47	\$ 56.78	2.0	2.0	2.0	2.0	\$ 15.43	\$ 16.61	\$ 4.04	\$ 0.61	\$ -
3/22/2019	Winnebago	Glazier	All	BLD		\$ 40.03	\$ 42.03	1.5	1.5	1.5	1.5	\$ 11.90	\$ 8.70	\$ -	\$ 1.25	\$ -
8/15/2018	Winnebago	HT/Frost Insulator	All	BLD		\$ 33.83	\$ 36.87	1.5	1.5	2.0	2.0	\$ 9.10	\$ 20.67	\$ -	\$ 0.48	\$ -
8/15/2018	Winnebago	Iron Worker	All	ALL		\$ 39.39	\$ 43.33	1.5	1.5	2.0	2.0	\$ 12.27	\$ 25.42	\$ -	\$ -	\$ -
8/15/2018	Winnebago	Laborer	All	BLD		\$ 33.77	\$ 35.02	1.5	1.5	2.0	2.0	\$ 8.92	\$ 14.49	\$ 2.00	\$ 0.80	\$ -
8/15/2018	Winnebago	Laborer	All	HWY		\$ 35.40		1.5	1.5	2.0	2.0	\$ 8.92	\$ 22.03	\$ -	\$ 0.80	\$ -
8/15/2018	Winnebago	Laborer, Skilled	All	HWY		\$ 38.25		1.5	1.5	2.0	2.0	\$ 8.92	\$ 22.01	\$ -	\$ 0.80	\$ -
8/15/2018	Winnebago	Lather	All	BLD		\$ 40.00	\$ 44.40	1.5	1.5	2.0	2.0	\$ 11.10	\$ 14.61	\$ -	\$ 0.73	\$ -
8/15/2018	Winnebago	Machinist	All	BLD		\$ 48.38	\$ 50.88	1.5	1.5	2.0	2.0	\$ 7.23	\$ 8.95	\$ 1.85	\$ 1.47	\$ -
8/15/2018	Winnebago	Marble Finishers	All	BLD		\$ 35.05	\$ 35.05	1.5	1.5	2.0	2.0	\$ 10.35	\$ 7.11	\$ -	\$ 0.78	\$ -
8/15/2018	Winnebago	Marble Mason	All	BLD		\$ 38.00	\$ 40.50	1.5	1.5	2.0	2.0	\$ 10.35	\$ 9.14	\$ -	\$ 0.84	\$ -
8/15/2018	Winnebago	Material Tester I	All	ALL		\$ 33.56		1.5	1.5	2.0	2.0	\$ 8.24	\$ 16.39	\$ -	\$ 0.80	\$ -
8/15/2018	Winnebago	Material Tester II	All	ALL		\$ 33.56		1.5	1.5	2.0	2.0	\$ 8.24	\$ 16.39	\$ -	\$ 0.80	\$ -
8/15/2018	Winnebago	Millwright	All	BLD		\$ 40.27	\$ 44.30	1.5	1.5	2.0	2.0	\$ 10.55	\$ 15.95	\$ -	\$ 0.70	\$ -
8/15/2018	Winnebago	Operating Engineer	All	BLD	1	\$ 45.80		1.5	1.5	2.0	2.0	\$ 18.80	\$ 13.45	\$ 2.35	\$ 1.30	\$ -
11/30/2018	Winnebago	Operating Engineer	All	BLD	2	\$ 46.10	\$ 50.80	2.0	2.0	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Operating Engineer	All	BLD	3	\$ 43.65	\$ 50.80	2.0	2.0	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Operating Engineer	All	BLD	4	\$ 41.65	\$ 50.80	2.0	2.0	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Operating Engineer	All	BLD	5	\$ 50.55	\$ 50.80	2.0	2.0	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Operating Engineer	All	BLD	6	\$ 49.80	\$ 50.80	2.0	2.0	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Operating Engineer	All	BLD	7	\$ 46.80	\$ 50.80	2.0	2.0	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
12/14/2018	Winnebago	Operating Engineer	All	HWY	1	\$ 46.65	\$ 50.65	1.5	1.5	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
11/16/2018	Winnebago	Operating Engineer	All	HWY	2	\$ 46.10	\$ 50.65	1.5	1.5	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Operating Engineer	All	HWY	3	\$ 44.80	\$ 50.65	1.5	1.5	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
11/9/2018	Winnebago	Operating Engineer	All	HWY	4	\$ 43.35	\$ 50.65	1.5	1.5	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Operating Engineer	All	HWY	5	\$ 41.90	\$ 50.65	1.5	1.5	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Operating Engineer	All	HWY	6	\$ 49.65	\$ 50.65	1.5	1.5	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Operating Engineer	All	HWY	7	\$ 47.65	\$ 50.65	1.5	1.5	2.0	2.0	\$ 19.65	\$ 14.15	\$ 2.35	\$ 1.30	\$ -
8/15/2018	Winnebago	Painter	All	ALL		\$ 39.45		1.5	1.5	1.5	1.5	\$ 10.55	\$ 8.46	\$ -	\$ 1.35	\$ -
8/15/2018	Winnebago	Piledriver	All	BLD		\$ 41.00	\$ 45.51	1.5	1.5	2.0	2.0	\$ 11.10	\$ 14.61	\$ -	\$ 0.73	\$ -
12/21/2018	Winnebago	Piledriver	All	HWY		\$ 45.22	\$ 46.97	1.5	1.5	2.0	2.0	\$ 11.10	\$ 15.00	\$ -	\$ 0.73	\$ -
10/26/2018	Winnebago	Pipefitter	All	BLD		\$ 48.67	\$ 52.08	1.5	1.5	2.0	2.0	\$ 8.95	\$ 12.19	\$ -	\$ 1.70	\$ -
8/15/2018	Winnebago	Plasterer	All	BLD		\$ 34.78	\$ 38.26	1.5	1.5	2.0	2.0	\$ 11.55	\$ 17.19	\$ -	\$ 0.50	\$ -
10/26/2018	Winnebago	Plumber	All	BLD		\$ 48.67	\$ 52.08	1.5	1.5	2.0	2.0	\$ 8.95	\$ 12.19	\$ -	\$ 1.70	\$ -
11/5/2018	Winnebago	Roofer	All	BLD		\$ 43.65	\$ 47.65	1.5	1.5	2.0	2.0	\$ 9.73	\$ 12.44	\$ -	\$ 0.53	\$ -
8/15/2018	Winnebago	Sheetmetal Worker	All	BLD		\$ 42.06		1.5	1.5	2.0	2.0	\$ 7.46	\$ 19.64	\$ -	\$ 0.45	\$ 1.05
8/15/2018	Winnebago	Sprinkler Fitter	All	BLD		\$ 42.87	\$ 45.62	1.5	1.5	2.0	2.0	\$ 9.67	\$ 9.80	\$ -	\$ 0.77	\$ -

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Winnebago	Stone Mason	All	BLD		\$ 41.45	\$ 44.20	1.5	1.5	2.0	2.0	\$11.05	\$14.00	\$ -	\$ 0.93	\$ -
8/15/2018	Winnebago	Terrazzo Finisher	All	BLD		\$ 35.05	\$ 35.05	1.5	1.5	2.0	2.0	\$10.35	\$ 7.11	\$ -	\$ 0.78	\$ -
8/15/2018	Winnebago	Terrazzo Mason	All	BLD		\$ 38.00	\$ 40.50	1.5	1.5	2.0	2.0	\$10.35	\$ 9.14	\$ -	\$ 0.84	\$ -
8/15/2018	Winnebago	Tile Layer	All	BLD		\$ 39.40	\$ 43.73	1.5	1.5	2.0	2.0	\$10.39	\$13.90	\$ -	\$ 0.60	\$ -
8/15/2018	Winnebago	Tile Mason	All	BLD		\$ 38.00	\$ 40.50	1.5	1.5	2.0	2.0	\$10.35	\$ 9.14	\$ -	\$ 0.84	\$ -
8/15/2018	Winnebago	Truck Driver	All	ALL	1	\$ 35.02		1.5	1.5	1.5	1.5	\$ -	\$19.06	\$ -	\$ 0.80	\$ -
8/15/2018	Winnebago	Truck Driver	All	ALL	2	\$ 35.17		1.5	1.5	2.0	2.0	\$ 8.60	\$ 8.60	\$ -	\$ 0.20	\$ -
8/15/2018	Winnebago	Truck Driver	All	ALL	3	\$ 37.97		1.5	1.5	2.0	2.0	\$10.40	\$10.55	\$ -	\$ 0.20	\$ -
8/15/2018	Winnebago	Truck Driver	All	ALL	4	\$ 36.97		1.5	1.5	2.0	2.0	\$ 8.60	\$ 8.60	\$ -	\$ -	\$ -
8/15/2018	Winnebago	Tuckpointer	All	BLD		\$ 41.45	\$ 44.20	1.5	1.5	2.0	2.0	\$11.05	\$14.00	\$ -	\$ 0.93	\$ -

Not to be used for bidding purposes

Fair Employment Practices Affidavit of Compliance

PROJECT: 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037, IEPA Project No. L17-5658

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 Department's 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 Ill. 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, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby held and
firmly bound unto Rock River Water Reclamation District as OWNER in the penal sum of five percent
(5%) of the total Bid price for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, _____.

The Condition of the above obligation is such that whereas the Principal has submitted to Rock River
Water Reclamation District a certain BID, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037, IEPA
Project No. L17-5658.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form
of Contract attached hereto (properly completed in accordance with said BID) and shall furnish
a BOND for his faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said BID, then this obligation shall be void,
otherwise the same shall remain in force and effect; it being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the
penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
BOND shall be in no way impaired or affected by any extension of the time within which the OWNER
may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Agreement

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between Rock River Water Reclamation District, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037, IEPA Project No. L17-5658.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within one (1) calendar day after the date of the NOTICE TO PROCEED and will complete this project by April 30, 2020 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Instructions for Bidders
 - (D) Bid Form or Proposal
 - (E) Bid Bond
 - (F) Agreement
 - (G) Payment Bond
 - (H) Performance Bond
 - (I) Notice of Award
 - (J) Notice to Proceed
 - (K) Change Order
 - (L) Drawings prepared by Rock River Water Reclamation District numbered _____ through _____, and dated _____, 20____
 - (M) Specifications prepared by Rock River Water Reclamation District dated _____, 20____
 - (N) Addenda:
 - No. _____, dated _____, 20____
 - No. _____, dated _____, 20____
 - No. _____, dated _____, 20____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the

award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (triplicate) each of which shall be deemed an original on the date first above written.

OWNER:

Rock River Water Reclamation District

By: _____

Name: Timothy S. Hanson

Title: Executive Director

(Please Type)

(SEAL)

ATTEST:

Rock River Water Reclamation District

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Address: _____

(Please Type)

(SEAL)

ATTEST:

By: _____

Name: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, IL 61109 hereinafter called OWNER, in the penal sum of _____
(\$ _____) in lawful money of the United States, for
the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

_____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 20 _____.

ATTEST:

(SEAL)

By: _____

ATTEST:

By: _____

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, IL 61109 hereinafter called OWNER, in the penal sum of _____ (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____.
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 20 _____.

ATTEST:

By: _____

(SEAL)

ATTEST:

(SEAL)

By: _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Notice of Intent to Award

Via Email and USPS:

To: Name of Person who signed the Proposal _____
Company Name _____
Street Address _____
City, State, Zip _____
Email: _____

**Project: 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037
IEPA Project No. L17-5658**

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated _____ and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$_____.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance (including general and auto liability additional insured endorsements) listing Rock River Water Reclamation District as Additional insured parties within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this _____ day of _____, 2019.

Rock River Water Reclamation District
(Owner)

By: _____

Name: Timothy S. Hanson
Title: Executive Director

Notice of Award

Via Email and USPS:

To: Name of Person who signed the Proposal
Company Name
Street Address
City, State, Zip
Email: _____

**Project: 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037
IEPA Project No. L17-5658**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2019 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTORS Performance BOND, Payment BOND and certificates of insurance (including general and auto liability additional insured endorsements) listing Rock River Water Reclamation District as Additional insured parties within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2019.

Rock River Water Reclamation District
(Owner)

By: _____

Name: Timothy S. Hanson
Title: Executive Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

By: _____ this the _____ day of _____, 2019.
(Contractor)

By: _____

Printed Name: _____

Title: _____

Notice to Proceed

Via Email and USPS:

To: Name _____
Company _____
Street _____
City, State Zip _____
Email _____

Date: _____
Project: **2019-2020 Sanitary Sewer System Lining**
Capital Project No. 2037
IEPA Project No. L17-5658

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20_____, on or before _____, 20_____, and you are to complete the WORK within _____ consecutive calendar days thereafter.

The date of completion of all WORK is therefore April 30, 2020.

Rock River Water Reclamation District
(Owner)

By: _____
Name: Timothy S. Hanson
Title: Executive Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by:

_____ this the _____ day of _____, 2019.
(Contractor)

By: _____
Printed Name: _____
Title: _____

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

EJCDC No. C-941 (2002 Edition)

Page 2 of 2

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	6.3%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer to minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Illinois, Winnebago County, City of Rockford, City of Loves Park, and the Village of Machesney Park.

Construction Contractors Affirmative Action Requirements
Goals for Minority Participation
(As published in the Friday, October 3, 1980 Federal Register)
Female participation = 6.9% Statewide

<u>County</u>	<u>Percentage</u>	<u>County</u>	<u>Percentage</u>	<u>County</u>	<u>Percentage</u>
Adams	3.1%	Henry	4.6%	Perry	11.4%
Alexander	11.4%	Iroquois	18.4%	Piatt	4.8%
Bond	11.4%	Jackson	11.4%	Pike	3.1%
Boone	6.3%	Jasper	11.4%	Pope	5.2%
Brown	3.1%	Jefferson	11.4%	Pulaski	11.4%
Bureau	18.4%	Jersey	11.4%	Putnam	18.4%
Calhoun	11.4%	Jo Davis	0.5%	Randolph	11.4%
Carroll	3.4%	Johnson	11.4%	Richland	11.4%
Cass	4.0%	Kane	19.6%	Rock Island	4.6%
Champaign	7.8%	Kankakee	9.1%	Saline	3.5%
Christian	4.0%	Kendall	18.4%	Sangamon	4.5%
Clark	2.5%	Knox	3.3%	Schuyler	3.3%
Clay	11.4%	Lake	19.6%	Scott	4.0%
Clinton	14.7%	La Salle	18.4%	Shelby	4.0%
Coles	4.8%	Lawrence	3.5%	Stark	3.3%
Cook	19.6%	Lee	4.6%	St. Clair	14.7%
Crawford	2.5%	Livingston	18.4%	Stephenson	4.6%
Cumberland	4.8%	Logan	4.0%	Tazwell	4.4%
De Kalb	18.4%	Macon	7.6%	Union	11.4%
De Witt	4.0%	Macoupin	11.4%	Vermilion	4.8%
Douglas	4.8%	Madison	14.7%	Wabash	3.5%
Du Page	19.6%	Marion	11.4%	Warren	3.3%
Edgar	4.8%	Marshall	3.3%	Washington	11.4%
Edwards	3.5%	Mason	3.3%	Wayne	11.4%
Effingham	11.4%	Massac	5.2%	White	3.5%
Fayette	11.4%	McDonough	3.3%	Whiteside	3.4%
Ford	4.8%	McHenry	19.6%	Will	20.9%
Franklin	11.4%	McLean	2.5%	Williamson	11.4%
Fulton	3.3%	Menard	4.5%	Winnebago	6.3%
Gallatin	3.5%	Mercer	3.4%	Woodford	4.4%
Greene	11.4%	Monroe	14.7%		
Grundy	18.4%	Montgomery	11.4%		
Hamilton	3.5%	Morgan	4.0%		
Hancock	3.4%	Moultrie	4.0%		
Hardin	5.2%	Ogle	4.6%		
Henderson	3.4%	Peoria	4.4%		

41 CFR 60

60-4.1 Scope and Application.

This part applies to all contractors and subcontractors that hold any Federal and federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, Oct. 20, 1978; 43 FR 51404, Nov. 3, 1978]

60-4.2 Solicitations

- (a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.
- (b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.
- (c) Contracting officers, applications and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract; estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.
- (d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)).

**Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Goals for minority participation for each trade	Goals for female participation in each trade
	6.3%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Illinois, Winnebago County, City of Rockford, City of Loves Park, and the Village of Machesney Park.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]

60-4.3 Equal Opportunity Clauses.

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants, and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and

compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community

organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practice, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- (b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

60-4.4 Affirmative Action Requirements

- (a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.
- (b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time, the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

60-4.5 Hometown Plans

- (a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade.

For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
- (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
- (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
- (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
- (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
- (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

- (b) Contractor participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographics, and other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required in 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). In the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

**U.S. Environmental Protection Agency
Certification of Nonsegregated Facilities**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature

Date

Name and Title of Signer (Please type)

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Labor Unions or Other Organizations of Workers
Nondiscrimination in Employment

To: _____

(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Dated this _____ day of _____, 2019.

(Contractor or Subcontractor)

By: _____

Name: _____

Title: _____

**United States Environmental Protection Agency
Washington, DC 20460**

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

☐ I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
Telephone: 202.475.8025

EPA Form 5700-19 (11-88)

**Construction Contracts of Loan Recipient and Other Sections from
“Procedures for Issuing Loans from the Water Pollution Control Loan Program”**

Section 365.420(b)(2) Change Orders

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval, the following documentation:
 - i) One (1) copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
 - ii) A description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
 - i) Alterations in design scope that require a modification to a construction permit; or
 - ii) An increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency’s determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

Section 365.620(a) Required Construction Contract Provisions

- 1) Each construction contract shall include the following provisions:
 - A) Audit; access to records:

The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under subsection (c) above, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any other duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
 - B) If this contractor is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in subsection (d)(1)(A) above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his or her contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.

- C) Audits shall be consistent in accordance with auditing standards generally accepted in the United States of America.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection (d)(1)(A) above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) The records required by subsection (d)(1)(A) above shall be maintained and made available during performance of the work under the loan agreement and for three (3) years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three (3) years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
- i) Negotiated prime contracts
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.
- 2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, an owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provision.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 276a through 276a-5 as defined by the US Department of Labor). More information and guidance on the Davis-Bacon Wage Requirements is available on the IEPA website.

4) Disadvantaged Business Enterprise Requirements.

The contractor shall provide evidence, including, but not limited to, a copy of the advertisement or advertisements and the record of negotiation, that the contractor has taken affirmative steps in accordance with 40 CFR, Part 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction and services consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and Suspension Provisions

The contract shall require the successful bidder or bidders to submit a "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order No. 12549.

6) Non-segregated Facilities Provision

The successful bidder shall be required to submit a certification of non-segregated facilities as prescribed by 18 USC 1001.

7) American Iron and Steel

The successful bidder shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A Clause that Provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the WPCLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Section 365.620(b) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State, and local law;
- 2) All provisions of this Part 365 with respect to fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 365 with respect to access to facilities, records, and audit of records; and
- 4) All provisions of subsection (a)(5) that require a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order No. 12549.

Section 365.620(c) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement are observed in advertising for bids and re-awarding a construction contract.

Section 365.620(d) Access

Every contract entered by the loan recipient for construction work, and every sub-agreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

Section 365.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the loan applicant and the contractor arising out of, or relating to a sub-agreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Bidder Certification
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I, _____, do hereby certify that:

1. I am _____ of the _____ and
(Position) (Firm)

have authority to execute this certification on behalf of the firm.

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]."

Name of Firm: _____

Signature: _____

Title: _____

Date: _____

Corporate Seal (where appropriate)

On this _____ day of _____, 20____, before me appeared (Name) _____
_____ to me personally known, who, being duly sworn, did execute the
foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) _____
_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____

Notary Seal

Specification for Disadvantaged Business Enterprise Participation

Name of Loan Recipient: Rock River Water Reclamation District (RRWRD)

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and RRWRD's policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. Bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. RRWRD's disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the RRWRD's disadvantaged business policy, all bidders shall provide the following with its bid:
 - 1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

2. "Certification of publication" or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily, regional newspaper.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>).” If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address and a payment receipt are required as documentation. **The advertisement must run one day at least sixteen (16) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or email are required.
4. List of disadvantaged businesses not being utilized and justification for non-utilization.
5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or equivalent Notice of Intent" is needed from each subcontractor.
6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (1-7) above may cause rejection of the bid as non-responsive.

IV. Sanctions

- A. RRWRD may reject one (1) or all bids where the information submitted by the bidder(s) fails to objectively demonstrate compliance with the disadvantaged business requirements (i.e. failure to place the pre-bid advertisement by the bidder(s) at least 16 days prior to bid opening shall not be considered as objectively demonstrating compliance with the disadvantaged business requirements).

B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be take:

1. Declare the bidder and/or subcontractor non-responsible and therefore ineligible for contract award.
2. Disallow the contract costs associated with non-compliance.
3. Refer matters which may be fraudulent to the Illinois Attorney General

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% of MBE's and 12% for WBE's.
- B. After award of the prime contract copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. Subsequent to Bid Submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

**Suggested Disadvantaged Business Enterprise (DBE)
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

_____, _____, _____
(Name of Company), (Address of Company), (Telephone),

is seeking disadvantaged businesses for the Rock River Water Reclamation District project 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037 for subcontracting opportunities in the following areas: _____, _____, _____.

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested), _____ to discuss the subcontracting opportunities.

(Company Contact Person)

All negotiations must be completed prior to bid opening _____ (date of bid opening).

* The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

Certificate of Publication or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily, regional publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company

Name of Owners

Address of Company

Email Address of Company

Telephone Number

Date of Proposal

_____ Business _____ Type of DBE

Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent." Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide written certification attesting that no proposals were received (IEPA DBE Form #1).
- 8) **Note:** DBE Form #2 is **not** included in this packet. It is for consultant/engineers to report DBE activity. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217.782.2027.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services) in the performance of this contract.

☐ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.

☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired along with their address, phone number, and reason(s) for non-utilization is below.

☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

Dated this ____ day of _____, 2019.

Contractor:

By: _____

Name: _____

Title: _____

Address: _____

**EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form**

(Only complete this form if DBE subcontractors or sub-consultants will be working this project.)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form and it must be included in the prime contractor's bid package.

Subcontractor Name:	Project Name 2019-2020 Sanitary Sewer System Lining, RRWRD Capital Project No. 2037
Contact Person's Name and Title:	
Address:	
Telephone:	Email:
DBE Certified By:	Select One: MBE WBE SBE DBE
Prime Contractor Name:	
Type of Work to be Performed	Cost Estimate of Work

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor's Signature:	Print Name:
Date:	Title:

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4 – Bidders List

(Only complete this form if subcontractors or sub-consultants will be working on this project.)

Using this form / format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/Area Code	Email	Proposed Work (supplies, paint, etc.)	DBE Status (MBE, WBE, DBE, SBE)
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired
					<input checked="" type="checkbox"/> Check if hired
					<input type="checkbox"/> Check if hired

Bidder Certification Regarding the Use of American Iron and Steel Products

_____, do hereby certify that:
Name

1. I am _____ (title) of the _____
(company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriation Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm: _____

Signature: _____

Title: _____

Date: _____

Corporate Seal (where appropriate)

Requirements Specific to American Iron and Steel

The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an “American Iron and Steel (AIS)” requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA’s website: http://water.epa.gov/grants_funding/aisrequirements.cfm. Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one (1) of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe Clamps and Restraints;
- Valves;
- Structural Steel (defined in more detail below);
- Reinforced Precast Concrete; and
- Construction Materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than fifty percent (50%) iron or steel, measured by costs. The cost should be based on the material costs.

For purposes of the AIS, steel means an alloy that includes at least fifty percent (50%) iron, between 0.2 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes including processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, reeling, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign material. However, raw materials such as iron ore, limestone, and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

For AIS, municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Example of municipal castings are:

Access Hatches;	Drainage Grates, Frames, and Curb Inlets;
Ballast Screens;	Inlets;
Benches (Iron or Steel);	Junction Boxes;
Bollards;	Lampposts;
Cast Bases;	Manhole Covers, Rings and Frames, Risers;
Cast Iron Hinged Hatches, Square & Rectangular;	Meter Boxes;
Cast Iron Riser Rings;	Service Boxes;
Catch Basin Inlet;	Steel Hinged Hatches, Square & Rectangular;
Cleanout/Monument Boxes;	Steel Riser Rings;
Construction Covers and Frames;	Trash Receptacles;
Curb and Corner Guards;	Tree Grates;
Curb Openings;	Tree Guards;
Detectable Warning Plates;	Trench Grates; and
Downspout Shoes (Boot, Inlet);	Valve Boxes, Covers and Risers.

For AIS, structural steel is rolled flanged shapes, having at least one (1) dimension of their cross-section three inches (3") or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zeeks. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

For AIS, construction material are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel." This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e. nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drawings, cable handling systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

For the purposes of AIS, mechanical and electrical components, equipment and systems are not considered constructional materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

There are specific requirements for precast concrete to comply with AIS. While reinforced precast concrete may not be at least fifty percent (50%) iron or steel, in this case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

**Recordkeeping for Iron and Steel Products:
Documenting the Country of Origin for Iron and Steel Products for Loan Programs**

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with AIS requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple as long as it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. An example of this type of certification is attached.

Certification could be achieved by other methods such as reporting the final manufacturer, who delivers the iron/steel products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. Records from the manufacturer should refer to specific items such as pipes, valves, meters, etc. Try to avoid records containing broad statements such as, “All products delivered were made in the USA.”

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Information is available at <http://www.epa.illinois.gov/topics/grants-loans/water-financial-assistance/state-revolving-fund/guidance/index>

Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If email is used, documents should be scanned so the company letterhead is visible.

Company Letterhead

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for 2019-2020 Sanitary Sewer System Lining, Capital Project No. 2037, IEPA Project No. L17-5658

I, (insert name of Company Representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirements as mandated in EPA's State Revolving Fund Program.

Item, Products and/or Materials: (list below)

1. _____
2. _____
3. _____

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project, we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

Section II
Detailed Specifications

Not to be used for bidding purposes

Section II – Detailed Specifications

1 General

It is the intent of these specifications to provide the description necessary to allow qualified bidders to submit formal proposals to the Rock River Water Reclamation District (District) for the Sanitary Sewer Lining 2019-2020, Capital Project No. 2037, IEPA Project No. L17-5658. These Detailed Specifications are concerned with the rehabilitation of sanitary sewers by lining with a resin-impregnated flexible tube heated to cure the thermosetting resin/felt tube composite, formed to the existing sanitary sewer.

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

The specifications entitled *General Provisions and Technical Specifications for Sanitary Sewer Construction in the Sanitary District of Rockford* shall be the official prevailing specifications for this sewer construction for the Rock River Water Reclamation District. (Latest revision: October 13, 1983.)

The IDOT *Standard Specifications for Road and Bridge Construction* referred to in this specification shall be current edition.

The Contractor shall be responsible for any damages caused by his operations to existing structures above or below the ground as covered in *G.C. 12:1, Suits at Law, Pages 16 and 17 of the General Provisions and Technical Specifications for Sanitary Sewer Construction*.

The Contractor shall notify all utility companies, as well as JUILIE (800.892.0123), at least forty-eight (48) hours prior to any construction. The Contractor shall notify IDOT, the City of Rockford Department of Public Works, City of Loves Park, Village of Machesney Park, Rockford Township, and the District seventy-two (72) hours before beginning work.

The Contractor shall be responsible for maintaining the current level of utility and other services to any properties affected by construction throughout the course of this project. All costs shall be incidental to sanitary sewer lining.

The Contractor shall be responsible for relocation and reconstruction of all utilities, power poles, signs, lights, signals, underground utilities, etc. conflicting with the proposed construction whether temporary or permanent in accordance with *G.R. 9.1, Page 30 of the General Provisions and Technical Specifications for Sanitary Sewer Construction*. Contractor shall be responsible for support and protection of any and all of these items where construction passes close by. All cost shall be incidental to sanitary sewer lining.

The Contractor shall provide access to the residences and/or businesses, schools, etc., at all times (i.e., drives, roadways, ramps must remain open or must be provided) for the duration of this project. All materials, equipment, labor, etc., necessary to assure this shall be considered a part of the contract unit prices for Sewer Lining.

Suppliers shall be deemed to impliedly warrant that their products and all component materials incorporated into them are suitable and fit for the intended use of such products and shall be free from defects in material, workmanship or design, such warranty to run to the benefit of the District.

The foregoing applies whether the products or their component materials are specified in the Contract Documents or are of supplier's design.

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

2 Scope of Work

2.1 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. The materials and workmanship provided for this project shall meet or exceed the *Detailed Specifications* found in this Section and the technical specifications outlined below. In the case of contradictions between these *Detailed Specifications* and the technical specifications, the *Detailed Specifications* shall govern. Applicable technical specifications are as follows:

1. *Standard Specifications for Water and Sewer Main Construction in Illinois*, Current Edition
2. *General Provisions and Technical Specifications for Sanitary Sewer Construction*, Revised October 24, 1983, by the Rock River Water Reclamation District.
4. *Standard Specifications for Road and Bridge Construction*, Illinois Department of Transportation, current edition.
5. *American Society for Testing and Materials (ASTM)*:
 - a. *ASTM D 543* Test Method for Resistance of Plastics to Chemical Reagents
 - b. *ASTM D 638* Test Method for Tensile Properties of Plastics
 - c. *ASTM D 790* Test Method for Tensile Properties of Non-reinforced and Reinforced Plastics and Electrical Insulating Materials
 - d. *ASTM F 1216* Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - e. *ASTM F 1743* Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Resin Pipe

Bidders shall provide the District with a copy of all the applicable specifications listed for the materials to be used.

The Contractor shall be responsible for pipe lining with a cured-in-place lining system, reinstatement of sanitary services, complete restoration, all necessary permits and fees, mobilization, securing of access, flow control (bypass pumping), water acquisition, site preparation, site investigation, traffic control and all other appurtenances required for completing the project in total compliance with the specifications.

The Contractor shall perform all operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements

involving working with scaffolding, entering confined spaces and operations with hot water. The District assumes no responsibility for enforcement of safety standards.

Excavated material or materials removed from sewers shall not be stored or cast upon the pavement. The Contractor shall transport any materials cleaned from the sewer to an approved dumping area. The Contractor shall clean up work areas at the end of each day by sweeping, washing or other approved methods. Prior to leaving the site when inclement weather is imminent, the Contractor shall clean up the work areas.

The Contractor shall be responsible for any and all permits required for the construction of this project and provide all insurance, bonds, etc., as required by these permits at no extra cost to the District.

The Contractor shall provide the District with a construction schedule prior to performing any work. Any work that is performed by the Contractor without the District's permission or not in the presence of a District inspector may, at the District's sole discretion, be rejected.

The Contractor shall notify the District, Local Roadway Authority (City of Rockford, City of Loves Park, Village of Machesney Park, Rockford Township, Illinois Department of Transportation, etc.) as well as affected residents, schools, and businesses, three (3) working days prior to beginning any work. Approval of traffic control plans shall be secured from appropriate agencies.

If required, all roadway removal and restoration shall be inspected and approved by the governing municipality.

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 promptly corrected by the Contractor without cost to the District and prior to final payment.

It shall be the Contractor's responsibility to secure any temporary or permanent access, storage or construction easements from property(ies) which he deems necessary to perform the work as defined in the specifications. The cost of gaining these easements shall be considered incidental to project.

All work in streets, highways, railroad right-of-way or flood plains shall be subject to the regulations and requirements of the appropriate agencies. Should conflicts or contradictions arise between the specifications and the roadway, railroad or waterway permits, the permits shall govern. Upon completion of work, the Contractor shall restore the area as required by the appropriate agency. The Contractor shall be responsible for the temporary maintenance of all roadways, drainage facilities and drives over the course of this project and shall maintain access at all times.

Existing Sewer Video Inspection Records

Sewer television inspection logs and video recordings are available for Contractor's use and inspection at the District Engineering Department, 3501 Kishwaukee St., Rockford, IL, Monday through Friday from 8:00 am to 3:30 p.m. A computer and monitor will be made available for viewing video recordings. The television reports and video recordings indicate the condition of the sewer at the time of the inspection and are no guarantee of the conditions that may be encountered at the time of construction.

Main Line Repairs (By Others)

The District will be completing a collection systems repair project in conjunction with this sewer lining project. **No work shall be performed on the following items until collection system repairs have been completed, and the District grants written permission to proceed: Items 18-21, 26, 28, 35-38, 48, 49, 62, 63, 78, 79, 81-83, 95.**

Prior to the start of construction, the Contractor shall provide the District with a complete listing of any additional main line repairs the Contractor feels are required prior to lining. If a main line repair is requested by the Contractor a minimum of two (2) weeks advance notice will be required by the District. The District may, at its discretion, have this work performed by a third party.

All main line repairs completed by the District or District's main line repair Contractor shall be televised by the lining Contractor and reviewed for final acceptance prior to pipe lining.

2.2 Required Submittals

1. Construction Schedule.
2. All applicable ASTM specifications for materials to be used.

2.3 Payment – Not Used.

3 Sewer Cleaning

3.1 General

The Contractor shall be responsible for removing foreign materials from the sewer lines and for restoring the sewer lines to an acceptable condition that will permit proper installation of the pipe lining materials. The sewer line cleaning shall be accomplished by using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment shall be the responsibility of the Contractor and shall be approved by the District prior to starting any of the work. Should the Contractor wish to perform an internal inspection of the lines to be cleaned to determine the optimal cleaning techniques to employ, he may do so at his expense.

The cleaning equipment shall be capable of removing dirt, grease, rocks, sand, roots, mineral deposits and other materials and obstructions from the sewer lines. As many passes shall be made as necessary to clean the sections of sewer to be televised. If cleaning of an entire section can not be successfully performed without destroying what is left of the sewer, the District shall be notified and the line will either have to be repaired or lined over the debris. Upon completion of a repair, the Contractor shall clean, televise, and line the section of the sewer. The cleaning effort shall be abandoned if it is determined by the District that a major blockage exists which cannot be cleared or removed by cleaning equipment.

Mineral Deposits greater than ¼" thick and mineral deposits that prohibit the T.V. camera movement shall be removed utilizing a Nozzteq Lumberjack Multi-Purpose Cutter (or District approved equivalent), cost incidental.

Cleaning Precautions

The Contractor shall take all necessary precautions in the use of cleaning equipment to prevent flooding or damage to any of the sewer lines, services, manholes and public or private property. To ensure safe operation, all machines shall be fully enclosed and shall have an automatic overload clutch or relief valve.

When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not further damage deteriorated pipe or cause flooding of public or private property being served by the sewer.

The Contractor shall be responsible and liable for any damage caused by sewer back-ups.

Water and Electricity

Any electricity required shall be the responsibility of the Contractor.

Water: The Contractor shall be responsible for coordinating with the appropriate water authority (City of Rockford, etc.) for the availability of public water for this project. Contractor shall complete a City of Rockford Hydrant Permit and Meter Request for work within the City of Rockford. If public water is not directly available at specific sites, the Contractor shall be responsible for delivery of water to the site. The Contractor shall be responsible for any fees charged for water usage. If required, the Contractor shall obtain a calibrated water meter from the Water Department to gauge usage of water. The Contractor shall notify the District prior to initiating cleaning and flushing.

<u>Authority</u>	<u>Contact</u>	<u>Telephone</u>
City of Rockford	Water Department	815.961.3781
City of Loves Park	Craig McDonald	815.877.1421
North Park Water Department	Ed Rice	815.633.5461

High-Velocity Jet (Hydro-cleaning) Equipment

All high-velocity sewer cleaning equipment shall be capable of producing a minimum of 1,200 pounds per square inch pressure at the pump and a volume capacity of 60 gallons per minute. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

Direction of Cleaning: Consecutive manhole sections shall generally be cleaned, with cleaning proceeding from upstream to downstream.

Solids Disposal

All foreign materials shall be removed at the downstream manhole for the section of sewer being cleaned. The Contractor shall not be allowed to pass foreign materials into other pipe sections. Debris removed from sewers during cleaning may be deposited at the District's Sewer Plant dump pad, located at 3333 Kishwaukee St, Rockford, IL, at no cost to the Contractor. The Contractor will be responsible for keeping the dump site clean. All materials shall be removed from the project site and properly disposed of by the Contractor no less often than at the end of each work day. Under no circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as approved by the District.

Acceptance of Sewer Line Cleaning

The Contractor shall be required to remove any roots in the sewer pipes that would prevent the proper installation of the liner or that would affect the hydraulic cross-section of the pipe. Special attention should be used to assure proper removal of roots at the joints of the sewer pipes.

The Contractor shall televise all sewer lines after they are cleaned to verify satisfactory condition. If the television inspection shows the cleaning to be unsatisfactory, the Contractor shall re-clean and re-televise the sewer line until it is acceptable to the Contractor and District. No additional compensation will be awarded for re-cleaning or re-televising of sewers.

Equipment Recovery

If any equipment becomes stuck in the sewer line such that excavation is required for removal, the Contractor shall be responsible for the cost of work necessary, including but not limited to excavation, backfill, restoration, pipe repair and damage resulting from the backup of sewage in the pipe.

3.2 Required Submittals

1. Cleaning equipment list and associated specifications, including proposed jet nozzles and cutting attachments.

3.3 Payment

Payment for Sewer Cleaning shall be included in the contract unit price per linear foot (LF) for Sewer Lining, various sizes.

4 Sewer Flow Control

4.1 General

The Contractor shall be responsible for controlling the flow in the sewers so that the liner can be installed properly and to allow for proper televising of the lines. The depth of flow shall not exceed 20% of the pipe diameter while televising the line. The Contractor shall be allowed to reduce or eliminate the amount of flow by plugging or blocking an upstream line, or by pumping the flow at the upstream manhole. All plugs or blocking shall be restrained to ensure that they cannot be washed downstream.

The Contractor shall be responsible for maintaining sewer service to all properties upstream of the sewer to be lined. This may require bypass pumping of the sewer main during liner installation.

Acceptable Flow Control Measures: Flow control measures, if approved by the District, may include one or more of the following:

1. Temporary plugging or blocking of the flow.
2. Diversion pumping of the flow to bypass the sewer sections being cleaned and televised.

Temporary Plugging: The Contractor shall insert an acceptable sewer line plug into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection and cleaning operations, flow shall be reduced to within the limits specified above. Contractor shall remove the plug well in advance

of any possible sewage surcharge or basement flooding. After the work has been completed, flow shall be restored to normal.

Diversion/Bypass Pumping: When diversion pumping is required, the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The diversion system shall be of sufficient capacity to handle existing flow plus additional flow that may occur due to a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the diversion pumping system.

The Contractor shall only pump flow into other sanitary sewer manholes as approved by the District. The Contractor shall provide sufficient inspection personnel to ensure that surcharging and backups do not occur on public or private property while pumping or plugging operations are being conducted. If bypass pumping is required on a 24-hour basis, the pumping equipment shall be equipped with mufflers to minimize noise to a level of 90 decibels or less.

Contractor shall be required to obtain permission from private property owners if it is necessary to route pipes or hoses through said property.

Flooding Precautions: When flow in a sewer line is plugged, blocked, or diverted, the Contractor shall take sufficient precautions to protect the sewer lines from damage that might result from sewer surcharging, and to insure that sewer flow control operations do not cause flooding or damage to the public or private property being served by the sewer involved.

The Contractor shall be responsible and liable for any damage caused by sewer back-ups.

4.2 Required Submittals

1. Proposed bypass pumping plan(s) as applicable.
2. Bypass pumping equipment list and specifications, including pump capacities.

4.3 Payment

Payment for Sewer Flow Control shall be included in the Contract unit price per linear foot (LF) for Sewer Lining, various sizes.

5 Television Inspection

5.1 General

The Contractor shall be required to televise and document all sewer line conditions after cleaning the lines but prior to installing the liner. Final televising and digital recording will be required after the liner is installed and after all services are reinstated. The District will review the digital recordings for final acceptance of the lining process. The flow in the sewer section being televised shall be controlled as stated in these specifications. All televising shall be performed by experienced technicians. The footage counter shall be reset to 0.00 at each manhole when televising through a manhole.

The Contractor shall also provide equipment to play back the digital recordings in the field as requested by the District; the minimum monitor size shall be seventeen inches (17"). The equipment shall play back at the same speed that it was recorded, and shall have a slow-motion or stop-action feature.

Prior to installing the liner, the interior of the pipeline shall be carefully inspected to verify the inside diameter and to determine the locations of any conditions that would prevent the proper installation of the sewer liner. These conditions shall be noted and corrected by the Contractor prior to lining. The Contractor shall keep all documentation for the televised inspections on site for the duration of the project.

If the camera is submerged due to a sag in the pipe, a high velocity jet shall be utilized to pull water away from the camera lens.

Television Equipment

All televising equipment utilized for television inspection of sanitary sewer pipes by the Contractor shall conform to the minimum standards established herein.

Definitions:

1. **MPEG Video:** MPEG (Moving Pictures Experts Group) is a common name for a group of International Standards used for encoding audio-visual information in a compressed digital format. For this specification, MPEG Video shall be defined as ISO-MPEG Level 1 (MPEG-1) coding having a resolution of 352 pixels (s) by 240 pixels (x) and an encoded frame rate of 29.97 frames per second.

Equipment Scope: Television equipment shall include television camera, television monitor, cables, power source, lights, skids, and other required equipment. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection.

Camera Specifications: The camera, television monitor, and other components of the video system shall be capable of producing a minimum 600-line resolution color video picture. The camera shall be rated at three LUX or less.

The camera shall be operative in 100 percent humidity conditions. Lighting for the camera shall be supplied by a lamp on the camera and will minimize reflective glare. Lighting and camera quality shall be suitable to provide a clear, in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. Focal distance shall be adjustable through a range of 6 inches to infinity. Picture quality and definition shall be to the satisfaction of the District. The camera shall be of the rotating pan and tilt type capable of spanning 360 degrees' circumference and 270 degrees on the horizontal axis and small enough to be able to traverse a six-inch diameter sewer with the common offset joints.

Camera Mounting: The camera shall be mounted on skids or tracks suitably sized for each pipe diameter to be investigated or on a self-propelled transporter specifically sized for each pipe diameter. The skids or transporter shall be capable of keeping the camera axis at the centerline of the pipe.

Digital Recording Requirements: All sewer televising shall be documented on digital media. The digital recording shall include information that accurately reproduces the original picture of the video inspection. The digital recording shall be free of electrical interference and shall

produce a clear and stable image. Separate MPEG Video files shall be created for each item inspected.

The pipeline inspection shall consist of identifying a location both within the pipe segment (physical location) and within the digital recording (video frame location) for each observation.

The use of time codes for defect location shall NOT be deemed equivalent or acceptable. This will allow the digital recording and inspection data to be cross-referenced for instant access to any point of interest within the digital recording.

Continuous measurements along sewer lines between manholes shall be permanently electronically recorded for purposes of referencing locations of pipe defects. The following items shall be permanently electronically recorded:

1. Report number.
2. Date of TV inspection.
3. Upstream and downstream RRWRD ACS manhole numbers (from/to).
4. Current distance along reach (counter footage).
5. Item Number of sewer segment (refer to Section III, Lining List).
6. Observation, Location, Clock Position, etc.

Labeling and Ownership: The files shall be labeled with the ITEM NUMBER FROM SECTION III, LINING LIST and section or manhole numbers to identify the video contents. All final video files shall be delivered to the District on a single SSD external hard drive. The hard drive shall become the property of the District. Cost of providing the hard drive shall be incidental to sanitary sewer lining.

Electrical Power: The electricity for all operations will be the responsibility of the Contractor.

TV Inspection and data collection practices

All inspection and recording practice shall conform to the minimum standards specified herein and all inspection recordings shall be evaluated against these standards.

Color: All recordings shall be in color with the ability to achieve proper balance of tint and brightness. The loss of color or severe redness due to equipment malfunction and black and white pictures irrespective of quality may be cause for rejection.

Focus: All pictures (recordings) shall be in focus, properly illuminated with good contrast and without interference.

Cleaning: Prior to televising, all lines shall be subject to cleaning by the Contractor by one of the above mentioned cleaning procedures or as directed by the District. All obstructions that restrict the flow, prevent cleaning or televising should be reported to the District immediately.

Reverse Setups: If during the inspection, the television camera will not pass through the entire section from manhole to manhole, the Contractor shall reset his equipment in a manner so that the inspection can be performed from the opposite manhole.

Maximum Flow Depth: If possible, televising shall be performed while the line segments are in service without plugging or flow diversion. Recordings are to be made such that the water depth is no greater than twenty percent (20%) of the pipe diameter. The intent is to be able to view a minimum of eighty percent (80%) of the pipe periphery. The camera lens must remain above the visible water level and may submerge only while passing through clearly identifiable line sags. If at any time the upstream flow exceeds the above cited maximum allowable twenty percent (20%) of the diameter such that the camera lenses become obscured, the Contractor shall reduce the flow/water depth to permit proceeding with the television inspection by one of the above mentioned flow control procedures. It is recommended that the Contractor pull the camera with the sewer jet cleaner to allow for the forcing of flow out of said sags by the water jetting method.

Observation of Service Reinstatements: For the District to properly assess reinstated services the Contractor shall rotate and radially view all service connections. The camera shall be repositioned, if necessary, in order to ensure a clear, distinct view of the entire perimeter of the service reinstatement.

Camera Movement: The camera shall be moved through the line with the camera moving forward from upstream to downstream with the water flow. The camera shall move through the line at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition but in no case shall the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.

Lens Cleaning: The camera lens must be kept clean and clear. Any fogging due to oil, grease, or other wastewater content or debris that obscure the lens shall be cleaned off before proceeding with the recording operations.

Camera Position: Camera units shall have adjustable supports and shall be set so the camera axis is at the centerline of the pipe.

Audio Recording Requirements: The recording shall contain an audio descriptive narration by the operator/inspector, which will include, but not be limited to, the following information:

1. Date and time of TV inspection, operator name, and the name of the adjacent street.
2. Verbal confirmation of upstream and downstream ACS manhole numbers and TV direction in relation to the direction of flow.
3. Verbal description of the pipe size, type and condition.
4. Verbal description and location of each service connection including whether or not the service is active and/or capped at the main.

Sewer Length Accuracy: Measurement meters shall be accurate to +/- 1.0 feet over the length of the section being inspected. Marking on cable, or the like, which would require interpolation for the depth of the manhole, will not be allowed. Accuracy of the measurement meter shall be checked daily by the use of a walking meter, roll-a-tape, or other suitable device.

Equipment Recovery: If any equipment becomes stuck in the sewer line such that excavation is required, the Contractor shall be responsible for the cost of all work necessary, including but not limited to: replacement, excavation and backfill, restoration, pipe repair, and damage due to back-up of the wastewater.

Digital Recording Review

The Contractor shall provide digital recordings (1 copy) of all sewer segments before and after rehabilitation with visual and audio records of all services and problem areas in a format that is compatible with the District's equipment. Video files shall be formatted such that the post-lining follows pre-lining for each sewer segment. A complete recording shall be made of each line televised.

All recordings shall be subject to the review process as described herein. The Contractor shall provide an acceptable picture that is distinct, clear, properly illuminated, of good contrast, and without distortion. The picture shall be of true and adequate color and tint, free from interference and at least eighty percent (80%) of the pipe periphery shall be visible above the waterline.

General Review: All recordings submitted by the Contractor to the District shall be subject to review for acceptability of quality conforming to the minimum standards established herein and a check of the Contractor recording logs against the visible features.

Unacceptable Inspection: Review of the acceptability of a line segment video embodies the line from manhole to manhole. If any portion of the video inspection of a line is unacceptable, the entire segment will be deemed unacceptable and must be re-televised from manhole to manhole. A line that is partially televised and is incomplete due to an excusable condition (i.e., collapsed line) will be accepted for the televised segment only. Loss of color for all or part of a line may be cause for rejection.

Lighting: The picture, while moving forward, should be of adequate light to clearly ascertain with certainty cracks or fractures and their severity in addition to the obvious features, i.e., laterals and joints.

Picture Clarity: The picture must be clear and distinct without being obscured by dirty lenses, foggy pipeline condition, or out of focus due to operator alertness.

Unacceptable Flow Conditions: Heavy flow exceeding the foregoing established criteria will be cause to reject the line segment televised. Any flow where the camera is underwater and is not clearly a line sag condition will, in-general, be unacceptable recording conditions and the line segment subject to rejection.

Incorrect Manhole Identifications: Incorrect written manhole identifications shall be cause for rejection if confusion is created and leaves doubt as to which line has been televised.

Complete Line Segments: All line segments must be televised complete from manhole to manhole on the same recording in a continuous run. Partial recording on one disk and then completing the run on another disk will be unacceptable.

Inaccurate Locations: Any inaccuracy in the continuous footage meter or identified defect or features which leave doubt as to the accuracy of the locations or total length shall render the line segment recording as unacceptable.

Unknown Interference: Any other unidentifiable defect such as equipment interference or malfunction, blurred or obscured images from an unknown source that detracts from the ability to completely and with reliable accuracy to read the recording shall constitute a basis for rejection.

5.2 Required Submittals – Not Used.

5.3 Payment

Payment for Television Inspection shall be included in the Contract unit price per linear foot (LF) for Sewer Lining, various sizes.

6 Notification

6.1 General

A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted and when the sewer will be out of service. The Contractor shall also provide the following:

1. A minimum of forty-eight (48) hours advance written notice (door hanger) to be delivered to each home or business describing the work, schedule, how it affects them, and a telephone number of the Contractor they can call to discuss the project or any problems which could arise. Notification shall also include the District Inspector's contact information; Jude Torre, Chief Inspector, 815.871.8072.
2. Personal contact the day prior to the beginning of work being conducted on the section relative to the residents affected.
3. Personal contact with any home or business that cannot be reconnected within the time stated in the written notice.

The Contractor shall make every effort to maintain the current level of sanitary sewer service usage throughout the duration of the project. Sanitary sewer users shall not be without sewer service for more than eight (8) hours.

Specific Notification Requirements

1. Rockford Park District, Items 68, 86, & 212

- Contractor shall notify Rockford Park District a minimum of seventy-two (72) hours prior to lining above items.
- Contact Tim Bragg at 815.987.8865

6.2 Required Submittals

1. Copy of proposed Door-hanger notification.

6.3 Payment

Payment for notification shall be included in the Contract unit price per linear foot (LF) for Sewer Lining, various sizes.

7 Cured-In-Place Pipe Lining

7.1 General

It is the intent of this specification to provide for the rehabilitation of existing sewer lines by the installation of cured-in-place pipe (CIPP). A CIPP is formed by the insertion of a resin-impregnated flexible felt tube into the existing pipe. The tube is expanded in an inversion process conforming to the inside walls of the original conduit, and then heated to cure the thermosetting resin/felt tube composite, in place.

This specification covers the work necessary to furnish and install, complete, the CIPP. The Contractor shall provide all materials, labor, equipment, and services necessary for bypass pumping of sewage flows, cleaning and television inspection of sewer to be lined, installation and curing of liner, reconnection of service connections, and final television inspection and testing of lined pipe system.

7.1.1 Cured-In-Place Pipe (CIPP) Material Specifications

1. **Tube:** The tube material shall meet the requirements of ASTM F 1216 or ASTM F 1743, Section 5.1.

- (a) **Absorbent Fabric Tube:** The tube shall consist of one or more layers of absorbent fabric capable of carrying resin, and capable of withstanding installation pressures and curing temperatures. The tube shall be compatible with the resin system used. The tube material shall be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube shall be plastic coated with a material that is compatible with the resin system used. The tube shall be fabricated to size that when installed, will fit the internal circumference and the length of the pipe. Allowance should be made for circumferential stretch during inversion. For the pull in methods of lining, the resin soaked felt tube shall have an outer plastic lining that effectively prevents the scrape off or wash off of resin.

For sewer lines with varying pipe diameters, the Contractor shall construct a custom made liner to ensure a tight fit in the host pipe with no wrinkling.

- (b) **Thickness:** The finished tube shall have a uniform thickness within $\pm 10\%$ of the specified nominal tube thickness. Thickness shall be measured by compressing the tube material under a load equivalent to typical CIPP installation pressures.
- (c) **Plastic Coating:** The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delamination after cure of the CIPP in accordance with Section 5.2 of ASTM F1216 or ASTM F1743.
- (d) **Color:** The tube shall be a light reflective color so that a clear, detailed examination with closed circuit television equipment may be made.
- (e) **Delaminations:** The bond between all CIPP layers shall be strong and uniform. All layers, after cure, must form one homogeneous structural pipe wall with no part of the tube left unsaturated by resin. Delaminations in the test samples will be cause for rejection of the line segment rehabilitated. If in the opinion of the District the video disks of the finished liner fail to show similar delamination, then more sampling and re-testing of the CIPP liner may be done by the Contractor to verify or refute the previous tests.
- (f) **Minimum Structural Properties:** The CIPP system shall have the minimum structural properties given below:

CIPP STRUCTURAL PROPERTIES:

Property ASTM Test	Min. Value
Flexural strength D790	4,500 PSI
Flexural modulus D790	350,000 PSI

2. **Resin:** The resin system shall be thermoset polyester (or District approved) resin meeting the requirements of ASTM F1216 or ASTM F1743, Section 5.2.
 - (a) The manufacturer shall certify that the proposed resin system and cure schedule are appropriate for the proposed application, and have been tested in laboratory and field conditions. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements specified.
 - (b) The resin used shall be compatible with the felt tube and be able to cure in the presence of water and the initiation temperature for cure shall be less than 180°F. Thixotropic agents that enable the resin system to possess pseudo plastic fluid flow properties, and that do not interfere with visual inspection shall be added for viscosity control and to minimize resin washout. Resins may contain pigments that do not interfere with visual inspection of or the physical testing of the CIPP filler materials, of a proprietary nature may be added as long as the final pipe product can meet or exceed the minimum standards set forth in this specification.
3. **Deviations:** The Contractor shall submit his price proposal for the appropriate length, size and thickness designated or required. No changes in prices will be entertained by the

District as a result of the Contractor modifying the properties of the liner due to unexpected parent pipe conditions.

The Contractor shall be responsible for field verifying the inside diameters of all sewers to be lined.

7.1 .2 CIPP Structural Requirements

1. The CIPP shall be designed in accordance with the requirements of ASTM F 1216, Appendix XI, with the following design parameters. Design calculations shall be submitted to the District for approval prior to lining. The following values must be used in design calculations:

Design safety factor	2.0
Reduction factor for long-term effects.....	0.50
(applied to flexural modulus)	
Ovality – Review Video Recordings.....	2% min.
Enhancement factor, K.....	7
Groundwater depth.	to grade
Soil Depth (above crown)	to the surface
Soil Modulus.....	1000 psi
Soil density.....	120#/cf
Live load.....	0
Design condition.....	fully deteriorated
CIPP Flexural Strength.....	4,500 psi
CIPP Flexural Modulus.....	350,000 psi

Exclusion: No factors of design relating to adhesion or bonding to the existing pipe will be allowed in the design.

Cured CIPP Thickness: The finished thickness of the cured pipe shall not vary from the nominal minimum thickness specified or required by more than 5%. The minimum liner thickness for structurally sound pipe on this project shall be 4.5 mm. No liner will be approved for installation until the liner thickness calculations have been reviewed and approved by the District.

2. The bond between CIPP layers shall be strong and uniform. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers; nor shall separation of the layers occur during testing performed under the requirements of these Detailed Specifications.

7.1.3 General Liner Installation Procedures

Liner installation shall be per ASTM F 1216 or ASTM F 1743. The following installation procedures shall be adhered to unless otherwise approved by the District:

1. **Cleaning of Sewer Line:** It shall be the responsibility of the Contractor to remove all internal debris and root intrusions from the sewer in accordance with specifications provided.

2. **Inspection of Pipelines:** Inspection of pipeline shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television in accordance with specifications provided.

The Contractor shall be responsible for field verifying the inside diameters of all sewers to be lined.

3. **Line Obstructions:** It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, roots, protruding service connections or pipe fragments that will prevent the insertion of the lining. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning/cutting equipment, then the Contractor shall advise the District to make a main line repair excavation to uncover and remove or repair the obstruction.

4. **Preparation of Liner:**

- a) Designate location where uncured resin and un-impregnated liner will be vacuum impregnated prior to installation. Contractor shall allow District to inspect materials and "wet out" procedure if requested.
- b) Material shall be to manufacturer's standards and provide lining thickness required.
- c) **Wet Out:** The tube shall be impregnated with resin under controlled conditions. The volume of resin used should be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume of resin should be adjusted by adding excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into cracks and joints in the host pipe. A nip roller system shall be used to uniformly distribute the resin throughout the tube. Unsaturated areas of the impregnated tube that are to be installed in the host pipe (the downstream turn back and the down-tube are excluded) will be cause for rejection. Should the unsaturated section of the tube be noticed before inversion, then the unsaturated area of the tube shall be re-impregnated with the resin using methods developed by the Contractor and to the satisfaction of the District.
- d) Transport resin impregnated liner to site immediately prior to inversion in suitable light-proof container with temperature maintained below 40 degrees Fahrenheit (4 degrees Celsius).
- e) In order to verify that the tube is wet out properly, batch tickets verifying the amount of resin used for each tube (lbs. per tube) and corresponding volume calculations shall be provided to the District prior to delivery of tube.

5. **Inversion / Installation:** Insert liner through existing manholes by means of an inversion process and application of hydrostatic head sufficient to fully extend liner to next designated manhole or by means of winching the liner through the pipe to the next designated manhole. Alternatively, the tube can be pulled into place and expanded by water inversion process with an inflation bladder. Non-toxic lubricant may be used to reduce friction. The inversion / installation process shall be conducted at a maximum controlled speed of two feet per second (2 ft. /sec.)

Pressure: Tube installation forces or pressures shall be limited so as not to stretch the tube longitudinally by more than five percent (5%) of the original length. Before installation begins, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the host pipe and the maximum allowable pressure so as not to over stretch or damage the tube. Once the installation has started, the pressure shall be maintained between the minimum and the maximum pressures until the installation has been completed.

6. Heated Water Curing of Liner:

- a) Description: After inversion is completed, a suitable heat source and water re-circulation equipment are required to circulate heated water throughout the pipe liner. The equipment should be capable of delivering hot water throughout the section to uniformly raise the temperature above the temperature required to effect a cure of the resin. Incoming water temperature during the cure period shall be 190 degrees Fahrenheit, +/- 15 degrees Fahrenheit or as recommended by the manufacturer.
- b) Temperature Gauges: The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge should be placed between the impregnated tube and the pipe invert at the termination to determine the temperatures during cure.
- c) Curing Temperatures: Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound, and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin. Water temperature in the line during the cure period should be as recommended by the resin manufacturer. After initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer. The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the re-circulation of the water and cycling of the boiler to maintain temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil). Temperature gauges shall be monitored by the Contractor every 15 minutes. A curing temperature / time log shall be maintained and provided to the Inspector immediately after the curing schedule is completed. The Contractor shall adhere to the resin manufacturer's guidelines and recommendations. A copy of the resin manufacturer's data shall be available on the job site.
- d) Cool Down: Using Cool Water after Heated Water Cure: The new pipe should be cooled to a temperature below 100 degrees Fahrenheit (38 degrees Celsius) or as recommended by the resin manufacturer before relieving the static head in the inversion standpipe. Cool-down may be accomplished by the introduction of cool water into the inversion standpipe water being drained from the downstream end. Care should be taken in the release of head so that a vacuum will not be developed that could damage the newly installed pipe.

7. Steam Curing of Liner: Steam Curing of Liner:

- a) After inversion is completed, suitable steam-generating equipment is required to distribute steam throughout the pipe liner. The equipment should be capable of

delivering steam throughout the section to uniformly raise the temperature within the pipe above the temperature required to effect a cure of the resin.

- b) The temperature in the line during the cure period should be as recommended by the resin manufacturer.
 - c) The steam-generating equipment should be fitted with a suitable monitor to gage the temperature of the outgoing steam. The temperature of the resin being cured should be monitored by placing gauges between the impregnated tube and the existing pipe at both ends to determine the temperature during cure. Temperature gauges shall be monitored by the Contractor every fifteen (15) minutes and recorded on logs which shall be provided to the Inspector immediately after the curing schedule is completed.
 - d) Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound, and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature should be raised to post-cure temperatures recommended by the resin manufacturer. The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the distribution and control of steam to maintain the temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
 - e) Cool down using cool water after steam cure. The new pipe should be cooled to a temperature below 113 degrees Fahrenheit (45 degrees Celsius) before relieving the internal pressure within the section. Cool-down may be accomplished by the introduction of cool water into the section to replace the mixture of air and steam being drained from the liner. Care should be taken in the release of the air pressure so that a vacuum will not be developed that could damage the newly installed pipe.
8. **Required Pressures:** Before the curing begins, the pressure required to hold the flexible tube tight against the existing conduit shall be provided by the tube manufacturer. Once the cure has started and dimpling for laterals is completed, the required pressure shall be maintained until the cure has been completed. Should the pressure deviate more than 2.3 ft of water (1 psi) from the required pressure, the installed tube shall be removed from the existing conduit. A continuous log of pressure during cure shall be maintained.
9. **Bypass Pumping:** The Contractor shall provide for the flow of sewage around the section or sections of sewer lines designated for lining per Section 6.
10. **Water:** The Contractor shall be responsible for coordinating with the appropriate water authority for the availability of public water for this project. If public water is not directly available at specific sites, the Contractor shall be responsible for delivery of water to the site. The Contractor shall be responsible for any fees charged for water usage. If required, the Contractor shall obtain a calibrated water meter from the Water Department to gauge usage of water.

Authority	Contact	Telephone
City of Rockford	Water Department	815.961.3781
City of Loves Park	Craig McDonald	815.877.1421
North Park Water Department	Ed Rice	815.633.5461

11. **Liner Termination in Manholes:** Except where the liner extends through a manhole, the liner pipe shall be cut flush with the manhole wall and there shall be no visible annular space between the liner and invert. In manholes where the liner extends through the manhole, the top of the liner shall be cut flush with the manhole bench. Any voids shall be filled with a District approved grout. Both upstream and downstream liner ends shall be beveled to 22.5° from the flow line to mid-pipe by grinding.

12. **Annular Seal at Manholes:** Hydrophilic seals shall be installed at all liner to manhole connections. Hydrophilic seals shall be LMK Technologies Hydrophilic O-Rings, Hydrolite O-Ring (RSS-040P), LMK Technologies Insignia Hydrophilic End Seal Sleeves or approved equivalent.

Pipe Diameter	End Seal Requirements
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8" – 12"	Require double-o rings or single LMK Insignia seals
15" – 30"	LMK Insignia end seals

13. **Lining through Manholes to be Abandoned:** If the project requires the contractor to line sanitary sewer through an existing manhole to be abandoned in place, the contractor shall place sand bags over the liner once the inversion has taken place, in order to keep the liner from raising up in the manhole. If sand bags cannot be placed over the liner, the Contractor shall be required to utilize water inversion method for liner installation, at no extra cost. Manholes to be abandoned, if any, are noted in the Lining List provided in Section III of these specifications.

7.2 Required Submittals

1. **Material and Curing Details:** The Contractor shall provide submittals on all lining materials and resins, and shall furnish manufacturer certification that the liner materials are in compliance with the Specifications, Codes, and standards referenced herein. The submittals shall include details of all component materials (end seals, etc) and construction details including MSDS sheets and complete manufacturer's recommendations for storage procedures and temperature control, (step curing temperature/hours at each and final stage for each section thickness and length) handling, inserting the liner, and curing details.
2. **Chemical Resistance Data:** The CIPP shall meet the chemical resistance requirements of ASTM F 1216, Appendix X2. Test data from CIPP samples similar to that proposed for actual construction shall be submitted prior to installation. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
3. **Long - Term Creep Data:** Long-term creep data in accordance with ASTM D 2990 shall be submitted by each manufacturer and/or pipe product prior to installation. Duration of creep testing shall be a minimum of 10,000 hours.

4. **Structural Property Testing:** To verify past performance, the manufacturer shall submit a minimum of ten (10) independent laboratory test results from previous field installations of the same liner materials proposed for the actual installation. These test results must verify that the structural properties specified under Section 7.1.1(f) have been achieved in previous field applications.
5. **Design Thickness Calculations:** Prepared in accordance with Section 7.1.2.
6. **Hydraulic Capacity Calculations:** The Contractor shall provide calculations which demonstrate that the liner pipe shall have at least 100% of full flow capacity of the original pipe before rehabilitation in a full gravity flow condition. Calculated capacities may be derived using a commonly accepted roughness coefficient.
7. **Training Certification:** Contractor shall submit evidence of installer training, testing and / or certification of being trained to install the product by the Manufacturer for the product.
8. **Design Guide/BMP Manual:** Contractor shall submit installer's and/or manufacturer's manual of best management practices for design, quality control of liner manufacture and installation, including detailed inspection, testing of physical properties, retention of production samples, and taking of field samples.

7.3 Payment

Payment for Liner Installation shall be included in the Contractor unit price per linear foot (LF) for Sewer Lining, various sizes. Payment shall be made based on the section footage shown on the sewer lining list in *Section III*. Distance is measured from center of manhole casting to center of manhole casting. Should actual measured lengths and lengths provided in the Sewer Lining Scheduled differ by more than five (5) linear feet, field measurement shall be used to determine payment based on the submitted bid price per linear foot.

8 Sewer Service Reinstatement

8.1 General

1. Prior to installing the sewer liner and after any required repairs, the Contractor shall locate the sewer lateral openings in the main by televising. Services capped or plugged at the main shall be documented.
2. Services that are capped, plugged, or not in use shall not be reopened. All live services shall be reinstated at the main. The Contractor shall utilize the pan & tilt feature of the T.V. camera to determine which services are capped at the main.
3. If the Contractor cannot determine through pan and tilt televising methods whether a sewer service is live or in use, the District and Contractor shall work together with the property owner/resident to determine if a service is in use or where a particular building is served. Flow or dyed flow tests for service connections shall be coordinated with property owner/resident and performed during pre-lining televising.
4. After the sewer lining is complete as required, the Contractor shall re-establish service connections to 100% of the original opening. Service reinstatement shall be done without excavation from the interior of the pipe by means of a television camera and a remotely

controlled cutting device. The edges of the service cut-ins shall be smooth and even. There shall be no rough or jagged edges. The entire circumference (360°) of the sewer service reinstatement shall be televised and recorded on the post-lining recording. All sewer services reinstated shall be smoothed with a wire brush upon reinstatement.

Over-cutting of the opening will be cause for rejection. In the event of said over-cutting, the Contractor shall either make an open cut saddle type main line repair, or use a method of short-lining the service that overlaps the over-cut portion of the sewer liner. Other methods of correction may be used. The method of correcting an over-cut service shall be discussed with the District and shall meet District approval prior to the correction.

The operator responsible for sewer service reinstatement shall be approved by the District. The Contractor shall provide documentation of previous experience of the operator. The operator shall have sufficient training/experience in completing this work.

5. Sanitary sewer users shall not be without sewer service for more than eight (8) hours.
6. Any pieces of the liner that were cut from the service connections shall be captured at the downstream manhole and disposed of by the Contractor. No cut liner pieces shall be left in the pipe lateral, main, or manhole.

8.2 Required Submittals

1. Names and documentation of experience for operators responsible for service reinstatement.
2. Reinstatement equipment list and specifications.

8.3 Payment

Payment for Sewer Service Reinstatement shall be made based on the Contract unit price per each (EA) Sanitary Sewer Service Reinstatement.

9 Protruding Service Removal

9.1 General

It shall be the responsibility of the Contractor to clear the line of protruding service connections greater than one inch (1") in length that would prevent the insertion of the lining. The protruding service connection shall be ground flush with the mainline pipe prior to lining. Protruding services must be removed/ground utilizing a robotic cutting tool. The use of "can" cutters will not be permitted to remove protruding services. Any protruding service connection greater than one inch (1") shall be pointed out to the District prior to grinding. If inspection reveals an obstruction/connection that cannot be removed by conventional cutting equipment, then the Contractor shall advise the District to make a spot repair excavation to uncover and remove or repair the obstruction.

9.2 Required Submittals

1. Protruding service removal equipment list and specifications.

9.3 Payment

Payment for grinding off protruding service connections shall be made at the contract unit price per each (EA) Protruding Service Removal.

10 Quality Assurance

10.1 General

The Contractor shall televise the liner after installation of the liner and after services have been reinstated. The television recording shall be used by the District to perform final inspection on the line. The finished pipe liner shall be continuous over the entire length of each inversion run and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, pilot holes and delamination. The lining shall be impervious and free of any leakage between the pipe and the surrounding ground, as well as any leakage at the manholes between the parent pipe and the liner. All service cuts shall be in precise alignment with the actual service pipe; displacement of the liner cut from the service due to shrinkage, creep, etc. will not be permitted.

The Contractor shall repair, at his own expense, any defects in the liner that will affect the integrity or strength of the pipe and any visual or functional defects such as wrinkles, drill holes, folds, pillows, etc. All repairs will be performed in a manner that is mutually agreed upon by the District and the Contractor.

Leakage testing of the installed liner pipe will not be required on this project.

Hydraulic infiltration testing will not be required on this project.

Defects: The finished liner shall be continuous over the entire length of an inversion run between two manholes or access points and shall be free of visual defects such as foreign inclusions, dry spots, pin holes, lifts, and delaminations.

Wrinkles: Any wrinkles in the bottom half of the finished liner pipe that are larger than 3% of the pipe diameter are unacceptable and shall be removed and repaired by the Contractor at the Contractor's expense; method to be approved by the District.

Annular void: If an annular void exists, Contractor shall either devise a method to grout the void to the satisfaction of the District or repair or replace that section of pipe at the Contractor's expense. Methods of repair shall be proposed by the Contractor and submitted to the District for review.

Post-Lining Televising: Visual inspection of the CIPP shall be in accordance with *ASTM F 1216*.

Third Party Testing: All material testing referred to in this contract specification shall be done by accredited THIRD PARTY testing laboratories. The Contractor shall inform the District at the pre-construction meeting of the laboratory he intends to use for the tests. All costs for testing shall be incidental to lining work.

Physical Samples

Pipe samples shall be cut and tested from a minimum number of segments of the cured pipe segments installed in this project based on the table below. Liner segments to be tested will be determined by the District by random methodology. Samples shall be prepared and tested in accordance with *ASTM F 1216*. Copies of certified test reports by an approved testing laboratory shall be provided to the District. If ten percent (10%) or more of the samples tested

do not meet the test requirements listed below, the Contractor will be required to provide an extended ten (10) year warranty (total) for all sewer segments lined under this contract. Line segments with structural properties less than fifty percent (50%) of specification shall be removed and new sewer installed per District standards from manhole to manhole.

TESTING FREQUENCY TABLE

<u>Liner Diameter</u>	<u>Sample Frequency</u>
8-12"	25% of segments
15-21"	50% of segments
24"+	Each segment

REQUIRED STRUCTURAL PROPERTIES

<u>Property</u>	<u>Minimum Value</u>	<u>ASTM Test Method</u>
Flexural Strength	4,500 PSI	D790
Flexural Modulus	350,000 PSI	D790

Sampling: For each inversion length tested, CIPP samples shall be cut from a section of cured pipe at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. All samples shall be labeled before shipment to the testing laboratory.

Sampling Procedure: The sample shall be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing. The full CIPP sample wall thickness shall be tested whenever possible. If the sample is irregular or distorted such that proper testing is inhibited, wall thickness shall be machined away from only the inside pipe face of the sample. Test specimens shall be oriented on the testing machine with the interior surface of the CIPP in tension.

The following test procedures shall be followed after the sample is cured and removed.

1. Flexural (bending) Properties: The tangent flexural modulus of elasticity and flexural stress shall be measured for gravity and pressure pipe applications in accordance with Test Method D 790, Test Method #1 - Procedure A.
2. Thickness Measurement: The thickness of the CIPP will be monitored by the testing lab using the above referenced flexural samples. If there is a dispute between the Contractor and the District as to the actual thickness of the CIPP based on these samples, then the thickness will be established by means of Ultrasonic Thickness Measurement. The thickness measurements will be taken using an ultrasonic thickness gauge or flaw detector. A series of four (4) measurements will be taken at various points inside the pipe and an average thickness will be determined. This thickness will be the basis for any penalty for substandard thickness and said testing will be done at the Contractor's expense.

10.2 Required Submittals

1. Third party test results as outlined in Part 10.1.

10.3 Payment

Payment for Quality Assurance shall be included in the Contract unit price per linear foot (LF) for Sewer Lining, various sizes.

The District will retain ten percent (10%) of all payments until the physical testing data has been reviewed and approved.

11 Permit Requirements

11.1 General

The Contractor shall comply with the requirements of any and all permits required for the construction of this project. For any excavation in roadways, a road cut permit will be required from the roadway authority. The Contractor shall provide all insurance, bonds, etc. as required by the necessary permits. The Contractor shall also obtain and comply with any additional permits required for the completion of this project. The Contractor shall provide all insurance, bonds, etc. as required by these permits at no extra cost.

Lining items 11, 50-52, 72, 73, 84, and 85 may require an IDOT Utility Permit. If IDOT permits are required for work in IDOT right-of-way, the District will be responsible for completing the Utility Permit Application (See Section VI). Contractor shall provide a Detailed Traffic Control Plan, Individual Utility Permit Bonds and comply with all traffic control requirements.

Rockford Township will require a permit to work in Township right-of-way. The Contractor will be responsible for completing the permit application. The Contractor shall provide comply with all traffic control requirements. Contact Brad Trent, Deputy Highway Commissioner, at (815)-962-7313, btrent@twp.rockford.il.us.

The City of Rockford will issue a blanket right of way permit for all work in the City right-of-way. The Contractor will be responsible for the permit application. Contact Jordan Masemore at (779)-348-7174, Jordan.masemore@rockfordil.gov. The City of Rockford waives the permit fee for this project.

For work in the City of Loves Park, contact Shannon Messinger at shannonmessinger@loves-park.il.us.

For work in the Village of Machesney Park, contact Chad Hunter, Superintendent of Public Works, (815)877-5432, chadh@machesneypark.org.

If Railroad Right-of-entry permits are required, the District will be responsible for all permit and flagger fees. The Contractor will be responsible for obtaining and payment for any necessary Railroad insurance and bonds.

11.2 Required Submittals

1. Copies of executed Right-of-way permits, as applicable. (District will provide IDOT permits to contractor).

11.3 Payment

Payment for compliance and procurement of any permits required shall be included in the Contract unit price per linear foot (LF) for Sewer Lining, various sizes.

12 Restoration Work

12.1 General

All restoration of private and public property, sidewalks, driveways, all other slab work, concrete and asphalt, drainage channels, storm sewers and dry wells, disturbed or damaged as a result of this construction project shall be promptly completed, in conformance with roadway authority standards or on private property equal to or better than the existing conditions as directed by the District and guaranteed by the Contractor for a period of one (1) year following satisfactory completion and final acceptance of the total contract.

All excavated areas shall be guaranteed against subsidence and settlement for a period of one (1) year after final completion of the contract. Any restoration work damaged as a result of trench subsidence shall be restored again at no cost to the District.

All storm sewer, watermain, gas main, corrugated metal pipe, drainage tile or other drainage devices shall be repaired and re-laid or replaced at original elevations. Pipes which have been, in the estimation of the District significantly damaged by the Contractor, shall be replaced with new pipe of the same diameter, length and type, at no added expense to the owner; any necessary couplings and fittings shall be used as necessary, and the work shall be satisfactory to the District. When necessary, temporary restoration of roads, drives, fences, etc. will be required.

Reference *General Provisions and Technical Specifications for Sanitary Sewer Construction*, Section 4:2, for specifications on seeding and sodding and fertilizer, and to Sections 250, 251, and 252 of the *IDOT Standard Specifications for Road and Bridge Construction in Illinois*, Current Edition.

On private property and public right-of-way, the Contractor shall remove and replace (or replant) all bushes, shrubs and plants damaged or destroyed with species of similar type, size and quantity. These shall be guaranteed for a period of one (1) year after job completion.

12.2 Required Submittals – Not used.

12.3 Payment

Payment for restoration work shall be included in the contract unit price per linear foot (LF) for Sewer Lining, various sizes.

13 Traffic Control and Safety

13.1 General

The Contractor shall be solely responsible for the safety of the operations, and shall comply with all state, local and OSHA regulations. The Contractor shall obtain all permits required by the governing roadway agencies and shall implement and maintain approved traffic control measures, including detour routes, if required. Traffic control and protection shall be in accordance with the current IDOT standards and specifications.

During the course of construction, the Contractor shall keep a minimum of one lane of traffic open in any affected streets.

The Contractor shall comply with all rules and regulations of the State, County, and City authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the roadway authority. Contractor shall conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Contractor shall protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The Contractor shall notify the appropriate roadway authority a minimum of seventy-two (72) hours prior to beginning any work for approval of traffic control in any affected streets, as well as required detour routes and signing.

The Contractor shall comply with the requirements of any and all permits required for the construction of this project. For any excavation in roadways, a road cut permit will be required from the roadway authority. The Contractor shall provide all insurance, bonds, traffic control plans, etc. as required by the necessary permits. The Contractor shall also obtain and comply with any additional permits required for the completion of this project. The Contractor shall provide all insurance, bonds, etc. as required by these permits at no extra cost.

Lining items marked for traffic control in the sewer lining list may require implementation of traffic control measures. Contractor shall provide Detailed Traffic Control Plans as required by the Roadway Authority, as well as any additional permits.

When flagmen and guards are required by regulation or when deemed necessary for safety, the Contractor shall furnish the flagmen or guards with approved high-visibility apparel and other regulation traffic control devices.

Safety Program: The Contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions as determined by OSHA 29 CFR.

13.2 Required Submittals

1. Contractor's Safety Program and Standards.
2. Traffic control plans as applicable/required by Roadway Authority to obtain permit.

13.3 Payment

Payment for safety related work shall be included in the Contract unit price per linear foot (LF) for Sewer Lining, various sizes.

Payment for Traffic Control shall be made at the Contract lump sum price for Traffic Control. Payment for individual progress payments will be pro-rated in accordance with the amount completed during the given pay period.

14 Warranty

The Contractor shall unconditionally warrant their products for a period of one (1) year (365 days) commencing on the date installation of the entire system is completed and accepted, in writing, by the District. The Contractor shall repair, at his own expense, any defects in the liner that will affect

the integrity or strength of the pipe. All repairs will be performed in a manner that is mutually agreed upon by the District and the Contractor. Any such repairs shall likewise be covered by the same warranty period from the date of subsequent installation and written approval by the District.

Any repairs required after the liner is installed and within the one (1) year warranty period will require testing in accordance with *T.S. 9 Acceptance Tests, Pages 94 through 98 of the General Provisions and Technical Specifications for Sanitary Sewer Construction*. This testing shall be performed by the Contractor at no additional cost to the District. Complete site restoration of any repairs shall also be the responsibility of the Contractor. All trenches and related restoration shall be guaranteed against settlement for a period of one (1) year from the date the project is completed.

Not to be used for bidding purposes

Section III

Lining List

Not to be used for bidding purposes

ITEM No.	U/S MH	D/S MH	SMAIN ID	Location	Pipe Material	Pipe Dia. (INCH)	Length (FT)	Roots (R)	Inflow/ Infiltration (I/I)	Broken Pipe or Cracks (BP)	Backup	SERVICE REINSTATEMENTS (EACH)	MH DEPTH (FT)	MAP #	ROADWAY JURISDICTION
1	006-099	006-097	006-099-006-097	2520 Hartman St	VCP	8	348.3	R				3	11	4	COR
2	007-055	007-054	007-055-007-054	Craig Hill Drive	VCP	8	194.0				B	3	9	4	COR
3	007-059	007-056	007-059-007-056	Chadwick Drive	VCP	8	204.0				B	2	9	4	COR
4	007-076	007-073	007-076-007-073	Colorado Avenue	VCP	8	244.0				B	4	9.5	4	COR
5	006-120	006-119	006-120-006-119	3001 Foliage Lane	VCP	8	394.5				B	3	13	4	COR
6	007-121	007-120	007-121-007-120	3020 Foliage Lane	VCP	8	253.6				B	11	11.27	4	COR
7	007-122	007-121	007-122-007-121	3115 Foliage Lane	VCP	8	199.8				B	4	10	4	COR
8	008-078	008-009	008-078-008-009	Carthage Drive	VCP	8	91.6				B	1	10	5	COR
9	008-081	008-078	008-081-008-078	Carthage Drive	VCP	8	336.2				B	7	7	5	COR
10	010-023	010-145	010-023-010-145	Parmele Street	VCP	9	282.7	R				9	11.05	4	COR
11	010-114	010-113	010-114-010-113	Kishwaukee Street	VCP	9	394.0			BP		6	9.1	3	IDOT
12	011-091	011-090	011-091-011-090	2204 22nd Street	VCP	8	108.8				B	0	8.5	4	COR
13	011-077	011-076	011-077-011-076	Pilgrim Ct	VCP	8	143.3	R	I/I			3	12.2	4	COR
14	014-014	014-013	014-014-014-013	355 Cole Ave	VCP	8	190.1					6	12.83	3	COR
15	014-086	014-085	014-086-014-085	Ogilby Road	VCP	8	298.0	R	I/I			5	11.06	2	COR
16	015-054	015-053	015-054-015-053	19th Street	VCP	8	364.3				B	6	9	9	COR
17	015-055	015-054	015-055-015-054	1302 19th Street	VCP	8	308.1				B	10	10	9	COR
18	015-028	015-026	015-028-015-026	17th Avenue	VCP	9	394.6		I/I			11	8.4	4	COR
19	015-098	015-096	015-098-015-096	1307 15th Avenue	VCP	9	338.3					6	8.75	4	COR
20	015-025	015-111	015-025-015-111	17th Avenue	VCP	10	305.0	R				1	8.8	4	COR
21	015-040	015-038	015-040-015-038	16th Avenue	VCP	12	397.0				B	11	7.85	4	COR
22	016-009	016-008	016-009-016-008	10th Ave	VCP	8	207.6				B	2	7	9	COR
23	016-010	016-009	016-010-016-009	1103 10th Ave	VCP	8	215.2			BP		1	4.8	9	COR
24	021-011	021-010	021-011-021-010	Indiana Avenue	VCP	8	259.6	R				3	12	8	COR
25	021-012	021-011	021-012-021-011	West Street	VCP	8	165.0			BP		1	10.2	8	COR
26	021-057	021-056	021-057-021-056	1015 Hopkins Court	VCP	8	218.5	R				1	9.55	8	COR
27	021-058	021-057	021-058-021-057	Hopkins Court	VCP	8	219.0	R				5	9.91	8	COR
28	023-029	023-027	023-029-023-027	933 S. 5th Street	VCP	9	379.1	R				11	0	8	COR
29	023-027	023-026	023-027-023-026	5th Street	VCP	9	241.8	R				1	8.7	8	COR
30	023-023	023-021	023-023-023-021	7th Avenue	VCP	24	101.4				B	1	13.67	8	COR
31	023-026	023-023	023-026-023-023	5th Street	VCP	24	219.0				B	0	15.16	8	COR
32	023-031	023-026	023-031-023-026	5th Street	VCP	24	201.2				B	0	0	8	COR
33	023-032	023-109	023-032-023-109	8th Avenue	VCP	24	241.1				B	0	0	8	COR
34	024-108	024-031	024-108-024-031	Easement	VCP	24	188.7				B	0	0	8	COR
35	026-013	026-012	026-013-026-012	2230 12th Avenue	VCP	8	469.5					17	9.7	9	COR
36	026-023A	026-023	026-023A-026-023	1625 9th Avenue	VCP	9	177.6				B	3	0	9	COR
37	026-025	026-023	026-025-026-023	13th Street & 10th Avenue	VCP	12	367.2					10	9.42	9	COR
38	027-011	027-010	027-011-027-010	1211 15th Street	VCP	8	468.7					18	6	9	COR
39	027-019	027-018	027-019-027-018	1103 17th St	VCP	8	366.2	R				12	14.4	9	COR
40	027-051	027-050	027-051-027-050	7th Avenue	VCP	12	258.8				B	4	7.5	9	COR
41	027-059	027-051	027-059-027-051	7th Avenue	VCP	12	555.9				B	8	12	9	COR
42	028-088	028-087	028-088-028-087	1404 25th Street	VCP	8	401.7			BP		12	9	9	COR
43	029-061	029-060	029-061-029-060	Blenheim Dr	VCP	8	325.7				B	9	10.5	10	COR
44	029-062	029-061	029-062-029-061	915 Blenheim Dr	VCP	8	259.2	R		BP		6	11.5	10	COR
45	029-063	029-062	029-063-029-062	924 Blenheim Dr	VCP	8	184.5	R				4	10.5	10	COR
46	029-051	029-050	029-051-029-050	Emerson Drive	VCP	8	322.1		I/I			7	0	10	COR
47	029-052	029-051	029-052-029-051	Emerson Drive	VCP	8	326.5		I/I			9	0	10	COR
48	030-100	030-029	030-100-030-029	1240 Corbin Street	VCP	8	346.1	R		BP		6	10.44	8	COR
49	030-053	030-052	030-053-030-052	1609 Montague Street	VCP	8	223.5			BP		3	7.88	7	COR
50	030-009	030-008	030-009-030-008	1403 Main Street	VCP	12	469.6				B	7	10.24	8	IDOT
51	030-080	030-074	030-080-030-074	Knowlton Street	VCP	12	389.7			BP		0	10.9	8	IDOT
52	030-081	030-080	030-081-030-080	Knowlton Street	VCP	12	398.8			BP		3	8.68	8	IDOT

ITEM No.	U/S MH	D/S MH	SMAIN ID	Location	Pipe Material	Pipe Dia. (INCH)	Length (FT)	Roots (R)	Inflow/ Infiltration (I/I)	Broken Pipe or Cracks (BP)	Backup	SERVICE REINSTATEMENTS (EACH)	MH DEPTH (FT)	MAP #	ROADWAY JURISDICTION
53	036-106	036-026	036-106-036-026	124 Water Street	VCP	8	27.2				B	1	0	8	COR
54	038-072	038-011	038-072-038-011	516 Regan Street	VCP	6	141.0				B	0	6.5	9	COR
55	038-028	038-027	038-028-038-027	424 Gardiner Avenue	VCP	8	240.8				B	0	9	9	COR
56	038-042	038-036A	038-042-038-036A	312 Highland Avenue	VCP	8	307.2				B	0	9	9	COR
57	038-035	038-015	038-035-038-015	1525 Crosby Street	VCP	9	287.5	R	I/I			5	8	9	COR
58	038-015	038-013	038-015-038-013	1430 Crosby Street	VCP	9	375.2	R		BP	B	2	10	9	COR
59	038-052A	038-052	038-052A-038-052	406 Chicago Avenue	VCP	9	442.0				B	16	0	9	COR
60	038-023	038-069	038-023-038-069	Smith Avenue	VCP	9	287.9	R	I/I			9	0	9	COR
61	038-055	038-054	038-055-038-054	116 Chicago Avenue	VCP	9	239.9	R	I/I			11	9.4	9	COR
62	038-012	038-011	038-012-038-011	Regan Street	VCP	12	408.6	R		BP		4	10.12	9	COR
63	039-097	039-096	039-097-039-096	529 Rockford Avenue	VCP	8	252.5				B	5	9.4	9	COR
64	040-009	040-007	040-009-040-007	Hunter Avenue	VCP	8	290.6				B	6	7	9	COR
65	040-013	040-009	040-013-040-009	411 Hunter Avenue	VCP	8	283.2				B	6	10.7	9	COR
66	040-014	040-013	040-014-040-013	2628 Brighton Road	VCP	8	336.7				B	7	0	9	COR
67	040-015	040-014	040-015-040-014	2716 Brighton Road	VCP	8	306.2				B	7	0	9	COR
68	040-026	040-025	040-026-040-025	Broadmoor Drive	VCP	8	287.0				B	0	7	9	COR
69	040-027	040-026	040-027-040-026	2636 Broadmoor Dr	VCP	8	286.4				B	2	7.5	9	COR
70	040-028	040-026	040-028-040-026	Broadmoor Drive	VCP	8	230.0				B	6	7.5	9	COR
71	040-039	040-030	040-039-040-030	315 oak Knolls Avenue	VCP	8	301.4				B	5	0	9	COR
72	040-087	040-086	040-087-040-086	State Street	VCP	8	185.5				B	0	11	9	IDOT
73	040-098	040-087	040-098-040-087	State Street	VCP	8	311.3				B	2	9	9	IDOT
74	040-099	040-098	040-099-040-098	116 Vale Avenue	VCP	8	198.0				B	2	8.5	9	COR
75	040-100	040-099	040-100-040-099	207 N. Vale Avenue	VCP	8	325.0				B	11	10	9	COR
76	040-101	040-100	040-101-040-100	N. Vale Avenue	VCP	8	311.6				B	9	10.5	9	COR
77	040-005	040-002	040-005-040-002	Hunter Avenue	VCP	8	304.6				B	0	8.5	9	COR
78	051-008	051-006	051-008-051-006	Winthrop Lane	VCP	8	187.0					4	15	9	COR
79	051-009	051-008	051-009-051-008	Corbridge Lane (Easement)	VCP	8	214.0					2	0	9	COR
80	051-027	051-026	051-027-051-026	Barrington Place	VCP	8	310.1				B	8	11	9	COR
81	054-065	054-064	054-065-054-064	School Street	VCP	9	388.5					9	5.48	11	COR
82	054-066	054-065	054-066-054-065	Miriam Avenue	VCP	9	424.1					9	8.32	11	COR
83	054-074	054-044	054-074-054-044	416 N. Independence Avenue	VCP	9	180.0					6	8.08	11	COR
84	054-008	054-007	054-008-054-007	State Street	VCP	9	331.0				B	3	10.07	11	IDOT
85	054-009	054-008	054-009-054-008	2026 State Street	VCP	9	279.5				B	1	10.51	11	IDOT
86	056-058	056-055	056-058-056-055	Independence Avenue	VCP	8	394.2				B	0	8	11	COR
87	056-059	056-058	056-059-056-058	1716 Ashland Avenue	VCP	8	175.3				B	1	8	11	COR
88	056-060	056-058	056-060-056-058	706 Independence Avenue	VCP	8	259.7				B	8	7	11	COR
89	056-061	056-058	056-061-056-058	1820 Ashland Avenue	VCP	8	199.4				B	2	11	11	COR
90	057-005	057-004	057-005-057-004	Jefferson Street	VCP	12	142.0				B	0	9.35	8	COR
91	058-005	058-004	058-005-058-004	Cedar Street	VCP	8	199.7	R				1	6.3	8	COR
92	058-030	058-032	058-030-058-032	Kilburn Avenue	VCP	10	387.7		I/I	BP		1	0	8	COR
93	060-057	060-055	060-057-060-055	1023 Winnebago Street	VCP	9	325.8				B	8	0	12	COR
94	061-066	061-065	061-066-061-065	Ridge Aveue	VCP	12	256.5			BP		5	8.3	12	COR
95	061-041	061-026	061-041-061-026	John Street	VCP	12	395.6		I/I	BP		4	9.21	12	COR
96	069-033	069-031	069-033-069-031	1610 Henry Street	VCP	8	287.2				B	5	9.1	12	COR
97	070-099	070-098	070-099-070-098	Tacoma Ave	VCP	8	167.2				B	13	8	12	COR
98	070-110	070-109	070-110-070-109	1216 Auburn Court	VCP	8	340.0				B	12	7.34	12	COR
99	072-050	072-188	072-050-072-188	Douglas Street	VCP	9	252.0				B	9	7.45	13	COR
100	074-028	074-027	074-028-074-027	2319 EL Rancho Ln	VCP	6	101.6				B	0	0	13	COR
101	074-069	074-060	074-069-074-060	1833 Woodland Ln	VCP	8	158.1				B	0	8.5	13	RK TWNSP / COR
102	075-101	075-100	075-101-075-100	Comanche Drive	VCP	8	278.2	R				7	9.79	14	RK TWNSP
103	075-103	075-102	075-103-075-102	Guilford Road	VCP	8	245.6	R				3	7	10	RK TWNSP
104	075-104	075-101	075-104-075-101	4619 Ottawa Road	VCP	8	293.8	R				4	9.86	14	RK TWNSP

ITEM No.	U/S MH	D/S MH	SMAIN ID	Location	Pipe Material	Pipe Dia. (INCH)	Length (FT)	Roots (R)	Inflow/ Infiltration (I/I)	Broken Pipe or Cracks (BP)	Backup	SERVICE REINSTATEMENTS (EACH)	MH DEPTH (FT)	MAP #	ROADWAY JURISDICTION
105	075-102	075-101	075-102-075-101	Comanche Drive	VCP	8	300.8		I/I			5	8.56	14	RK TWNSP
106	079-171	079-170	079-171-079-170	Searles Avenue	VCP	8	20.9			BP		0	12	12	COR
107	081-058	081-057	081-058-081-057	1113 Deborah Avenue	VCP	8	268.5			BP		3	8	12	COR
108	082-041A	082-042	082-041A-082-042	5296 Bennett Street	VCP	8	355.1				B	5	9	13	LP
109	084-052	084-051	084-052-084-051	3017 La Salle Avenue	VCP	8	325.4				B	4	9	13	COR
110	084-054	084-053	084-054-084-053	2934 Sunnyside Drive	VCP	8	401.0				B	5	8	13	COR
111	085-062	085-060	085-062-085-060	3146 Talbot Trail (Easement)	VCP	8	162.8	R	I/I			0	15.5	14	COR
112	085-063	085-062	085-063-085-062	Dunbar Place	VCP	8	196.0		I/I			0	11	14	COR
113	085-037	085-036	085-037-085-036	Pepper Drive	VCP	8	60.1				B	0	14.5	14	COR
114	085-018	085-026	085-018-085-026	Pepper Drive	VCP	8	317.6		I/I	BP		0	17	14	COR
115	085-026	085-027	085-026-085-027	4392 Pepper Drive	VCP	8	333.4		I/I			1	17.5	14	COR
116	085-035	085-029	085-035-085-029	Pepper Drive	VCP	10	332.5				B	0	11	14	COR
117	085-036	085-035	085-036-085-035	Alpine Road	VCP	10	87.9				B	0	11.5	14	COR
118	086-040	086-039	086-040-086-039	3434 Elva Lane	VCP	8	229.5	R				0	9	15	COR
119	086-041	086-040	086-041-086-040	3445 Elva Lane	VCP	8	219.0	R				0	9	15	COR
120	092-063	092-013	092-063-092-013	5207 2nd Street	VCP	15	151.8				B	0	10	13	LP
121	096-037	096-036	096-037-096-036	Loves Court	VCP	8	135.6	R			B	1	9	16	LP
122	099-033	099-032	099-033-099-032	1406 kingsley Dr	VCP	8	367.7				B	11	5.5	16	MP
123	099-085	099-077	099-085-099-077	7427 Venus St	VCP	8	165.5				B	2	11.2	17	LP
124	099-089	099-088	099-089-099-088	7406 Orion St	VCP	8	196.6				B	6	9	17	LP
125	099-090	099-086	099-090-099-086	7602 Orion St	VCP	8	330.3				B	9	9.8	17	LP
126	099-091	099-090	099-091-099-090	7618 Orion St	VCP	8	259.5	R				8	9.2	17	LP
127	099-037	099-029	099-037-099-029	Mildred Road	VCP	10	295.0				B	1	7.5	16	MP
128	099-064	099-063	099-064-099-063	1001 Evans Avenue	VCP	10	370.3				B	7	4.5	16	MP
129	099-005	099-004	099-005-099-004	5905 Material Ave	VCP	12	294.4				B	2	17	17	LP
130	099-145	099-003	099-145-099-003	1354 Clifford Avenue (because of 099146-099145)	VCP	12	224.3					0	0	16	EASEMENT
131	099-146	099-145	099-146-099-145	1354 Clifford Avenue	VCP	12	175.2			BP		0	14	16	EASEMENT
132	100-049	100-046	100-049-100-046	Bunker Hill Road	VCP	8	217.0				B	5	24	17	LP
133	100-048	100-049	100-048-100-049	5273 Schlensker Drive	VCP	8	158.0	R		BP		1	15	17	LP
134	100-046	100-044	100-046-100-044	Bunker Hill Road	VCP	8	206.0			BP		4	23.5	17	LP
135	100-047	100-048	100-047-100-048	5237 Schlensker Drive	VCP	8	206.7			BP		4	9	17	LP
136	100-044	100-043	100-044-100-043	Gettysburg Drive	VCP	10	197.8				B	2	15	17	LP
137	101-007	101-006	101-007-101-006	2345 Edge brook Dr	VCP	8	177.4				B	1	6	14	RKTWNSP
138	103-160	103-162	103-160-103-162	3320 Colony Bay	VCP	8	115.7				B	3	8.5	5	COR
139	103-088	103-087	103-088-103-087	Alpine Rd (Easement - difficult access)	VCP	30	379.2			BP		0	13.5	5	COR
140	108-008	108-007	108-008-108-007	Lanewood Drive	VCP	8	258.6				B	3	9	10	COR
141	108-011	108-010	108-011-108-010	Dogwood Cir	VCP	8	225.1				B	3	12.75	10	COR
142	108-012	108-010	108-012-108-010	Sequoia Rd	VCP	8	234.3				B	2	5.5	10	COR
143	108-014	108-012	108-014-108-012	Sequoia Rd	VCP	8	177.4				B	2	8.75	10	COR
144	108-015	108-014	108-015-108-014	Sequoia Rd	VCP	8	153.5				B	2	8	10	COR
145	108-016	108-015	108-016-108-015	Crescent Dr	VCP	8	367.5				B	6	12.5	10	COR
146	108-018	108-016	108-018-108-016	4516 Newburg Rd (Easement)	VCP	8	151.0				B	2	11.5	10	COR
147	108-027	108-026	108-027-108-026	4630 Newburg Rd	VCP	8	153.9				B	2	13.25	10	COR
148	108-037	108-036	108-037-108-036	Lanewood Drive	VCP	8	267.7				B	4	11	10	COR
149	108-055	108-054	108-055-108-054	1119 Hillcrest Rd	VCP	8	336.7				B	6	10.75	10	COR
150	108-057	108-056	108-057-108-056	Eadgewood Hills Drive (Easement)	VCP	8	263.0				B	4	8.5	10	COR
151	108-089	108-090	108-089-108-090	5038 Fletcher Pl	VCP	8	331.7				B	10	6	10	COR
152	108-025	108-024	108-025-108-024	1313 Hillcrest Rd	VCP	8	252.3	R				4	8	10	COR
153	108-064	108-063	108-064-108-063	Edgewood Hills Dr	VCP	8	391.3	R				6	9.25	10	COR
154	108-017	108-016	108-017-108-016	Crescent Dr (Easement)	VCP	8	86.5			BP		1	11	10	COR
155	111-034	111-033	111-034-111-033	Garrett Lane	VCP	8	377.0				B	8	11	10	COR
156	115-043	115-037	115-043-115-037	2090 Stornway Drive	VCP	8	291.9	R				6	9.6	14	COR

ITEM No.	U/S MH	D/S MH	SMAIN ID	Location	Pipe Material	Pipe Dia. (INCH)	Length (FT)	Roots (R)	Inflow/ Infiltration (I/I)	Broken Pipe or Cracks (BP)	Backup	SERVICE REINSTATEMENTS (EACH)	MH DEPTH (FT)	MAP #	ROADWAY JURISDICTION
157	115-044	115-043	115-044-115-043	2060 Stornway Drive	VCP	8	179.1	R				3	9.4	14	COR
158	115-045	115-043	115-045-115-043	4856 Brigadoon Road	VCP	8	253.4	R		BP		3	9.8	14	COR
159	118-015	118-014	118-015-118-014	118 N. Alpine Rd	VCP	8	358.4	R				2	12	14	COR
160	119-065	119-061	119-065-119-061	2860 Soland Drive	VCP	10	236.0				B	0	9	14	COR
161	119-071	119-067	119-071-119-067	2817 Soland Drive	VCP	10	260.6				B	0	9	14	COR
162	120-066	120-065	120-066-120-065	3076 Spring lake Drive	VCP	8	202.6				B	3	14.3	14	COR
163	120-067	120-066	120-067-120-066	3108 Spring lake Drive	VCP	8	281.2				B	5	9.8	14	COR
164	120-032	120-031	120-032-120-031	5730 Chadbourne Circle	VCP	8	149.9	R	I/I			2	10.9	14	COR
165	120-068	120-067	120-068-120-067	3140 Spring lake Drive	VCP	8	182.7	R	I/I	BP		2	11.2	14	COR
166	120-043	120-042	120-043-120-042	5639 Weymouth Drive	VCP	8	289.1	R		BP		6	11.5	14	COR
167	120-072	120-071	120-072-120-071	5823 Clarendon Drive	VCP	8	314.8	R				6	9	14	COR
168	120-073	120-072	120-073-120-072	5853 Clarendon Drive	VCP	8	205.0	R				5	9.7	14	COR
169	122-014	122-009	122-014-122-009	Northfield Avenue	VCP	8	301.9				B	8	9.5	16	LP
170	122-016	122-014	122-016-122-014	Northfield Avenue	VCP	8	305.1				B	4	7.5	16	LP
171	122-009	122-008	122-009-122-008	Northfield Avenue	VCP	8	367.0	R		BP		5	11.5	16	LP
172	124-041	124-032	124-041-124-032	Shore Drive	CI	12	359.0					2	6.5	18	MP
173	124-042	124-041	124-042-124-041	Shore Drive	CI	12	467.0					5	6	18	MP
174	124-053	124-052	124-053-124-052	102 Wilshire Blvd	VCP	8	336.6	R				12	7.3	18	MP
175	124-066	124-065	124-066-124-065	235 Gilbert Ter	VCP	8	334.8	R				10	9	18	MP
176	124-072	124-071	124-072-124-071	219 Liberty Blvd	VCP	8	348.4			BP		3	9.23	18	MP
177	124-073	124-072	124-073-124-072	238 Liberty Blvd	VCP	8	299.4	R		BP		7	9.6	18	MP
178	124-077	124-076	124-077-124-076	8309 Farnham Dr	VCP	8	322.2	R		BP		10	8.5	18	MP
179	124-171	124-131	124-171-124-131	Greenview Avenue	VCP	8	206.0					1	8.11	18	MP
180	124-072A	124-072	124-072A-124-072	8620 Wakefield Drive	VCP	8	326.0			BP		10	6.5	18	COR
181	124-086	124-085	124-086-124-085	Northway Park Road	VCP	10	360.3	R		BP		0	4.5	18	COR
182	124-013	124-007	124-013-124-007	Shore Drive	CI	12	350.0					6	13	16	MP
183	124-020	124-013	124-020-124-013	Shore Drive	CI	12	262.0					3	11	16	MP
184	124-021	124-020	124-021-124-020	Shore Drive	CI	12	272.0					3	11	16	MP
185	124-031	124-021	124-031-124-021	Shore Drive	CI	12	262.0					4	10	16	MP
186	124-032	124-031	124-032-124-031	Shore Drive & Old Harlem Road	VCP	12	254.0					0	8.5	16	MP
187	124-097	124-098	124-097-124-098	(Easement)	VCP	12	187.0					2	6.2	16	MP
188	124-054	124-049	124-054-124-049	Gilbert Terrace	VCP	15	285.6	R	I/I		B	8	7	18	MP
189	124-055	124-054	124-055-124-054	127 Gilbert Terrace	VCP	15	302.5		I/I			10	8	18	MP
190	124-056	124-055	124-056-124-055	147 Gilbert Terrace	VCP	15	299.8		I/I			10	8	18	MP
191	124-057	124-056	124-057-124-056	Gilbert Terrace	VCP	15	322.8		I/I			4	9.5	18	MP
192	126-034	126-033	126-034-126-033	4117 Florence Avenue	VCP	8	185.5	R		BP		5	9	11	RK TWNSP
193	126-062	126-061	126-062-126-061	217 Monroe Street	VCP	8	297.6	R		BP		7	9	11	RK TWNSP
194	126-101	126-100	126-101-126-100	120 Ashley Avenue	VCP	8	316.6	R				7	9	11	COR
195	126-082	126-081	126-082-126-081	4326 Nina Terrace	VCP	8	206.9				B	7	7	11	RK TWNSP
196	126-088	126-087	126-088-126-087	4418 Nina Terrace	VCP	8	294.7	R			B	7	9	11	RK TWNSP
197	126-089	126-088	126-089-126-088	4335 Nina Terrace	VCP	8	293.4				B	8	7	11	RK TWNSP
198	127-028	127-025	127-028-127-025	311 Henrietta Avenue	VCP	8	261.8				B	10	8.9	11	COR
199	128-019	128-018	128-019-128-018	3533 Jamestown Drive	VCP	8	152.3				B	4	9	1	COR
200	128-024	128-023	128-024-128-023	3508 Captains Court	VCP	8	75.9				B	1	7	1	COR
201	128-032	128-031	128-032-128-031	2013 Jamestown Drive	VCP	8	218.6				B	3	10	1	COR
202	128-033	128-032	128-033-128-032	2005 Jamestown Drive	VCP	8	167.4				B	3	9.5	1	COR
203	128-038	128-027	128-038-128-027	3417 ED-Vera Drive	VCP	8	276.1				B	8	9	1	COR
204	128-068	128-066	128-068-128-066	3208 Nashold Drive	VCP	8	156.2				B	2	10	4	COR
205	128-069	128-068	128-069-128-068	3227 Nashold Drive	VCP	8	222.7				B	7	9.6	4	COR
206	128-070	128-069	128-070-128-069	3322 Nashold Drive	VCP	8	248.8				B	7	9.5	4	COR
207	128-104	128-103	128-104-128-103	3106 Horton Street	VCP	8	345.9				B	10	10	4	COR
208	128-028	128-027	128-028-128-027	3515 ED-Vera Drive	VCP	10	151.2				B	4	9.5	1	COR

ITEM No.	U/S MH	D/S MH	SMAIN ID	Location	Pipe Material	Pipe Dia. (INCH)	Length (FT)	Roots (R)	Inflow/ Infiltration (I/I)	Broken Pipe or Cracks (BP)	Backup	SERVICE REINSTATEMENTS (EACH)	MH DEPTH (FT)	MAP #	ROADWAY JURISDICTION
209	128-029	128-028	128-029-128-028	3519 ED-Vera Drive	VCP	10	121.8				B	1	9.5	1	COR
210	128-031	128-029	128-031-128-029	Jamestown Drive	VCP	10	184.5				B	3	9	1	COR
211	128-035	128-031	128-035-128-031	2113 Jamestown Drive	VCP	10	269.2				B	5	9	1	COR
212	128-064	128-063	128-064-128-063	Sawyer Road	VCP	10	163.2				B	0	14	4	COR
213	128-009	128-011	128-009-128-011	Sandy Hollow Road	VCP	12	279.1				B	3	8	4	COR
214	133-049	133-048	133-049-133-048	721 Sunrise Lane	VCP	8	341.1				B	5	10.5	10	COR
215	133-069	133-068	133-069-133-068	616 Wood Road	VCP	8	230.4				B	3	8.5	10	COR
216	142-030	142-029	142-030-142-029	Burden Road (Easement)	VCP	24	319.6			BP		1	18	19	MP
217	142-031	142-030	142-031-142-030	Burden Road (Easement)	VCP	24	294.6			BP		0	12	19	MP
218	142-032	142-031	142-032-142-031	Burden Road	VCP	24	407.2			BP		0	11	19	MP
219	142-033	142-032	142-033-142-032	Burden Road	VCP	24	307.1			BP		1	8.15	19	MP
220	142-034	142-033	142-034-142-033	Burden Road	VCP	24	308.4			BP		1	6.5	19	MP
221	144-017	144-016	144-017-144-016	Wellingham Circle	VCP	18	390.7				B	2	11.3	6	EASEMENT

- MAIN LINE OR MANHOLE REPAIR BY OTHERS

COR = CITY OF ROCKFORD

MP = MACHESNEY PARK

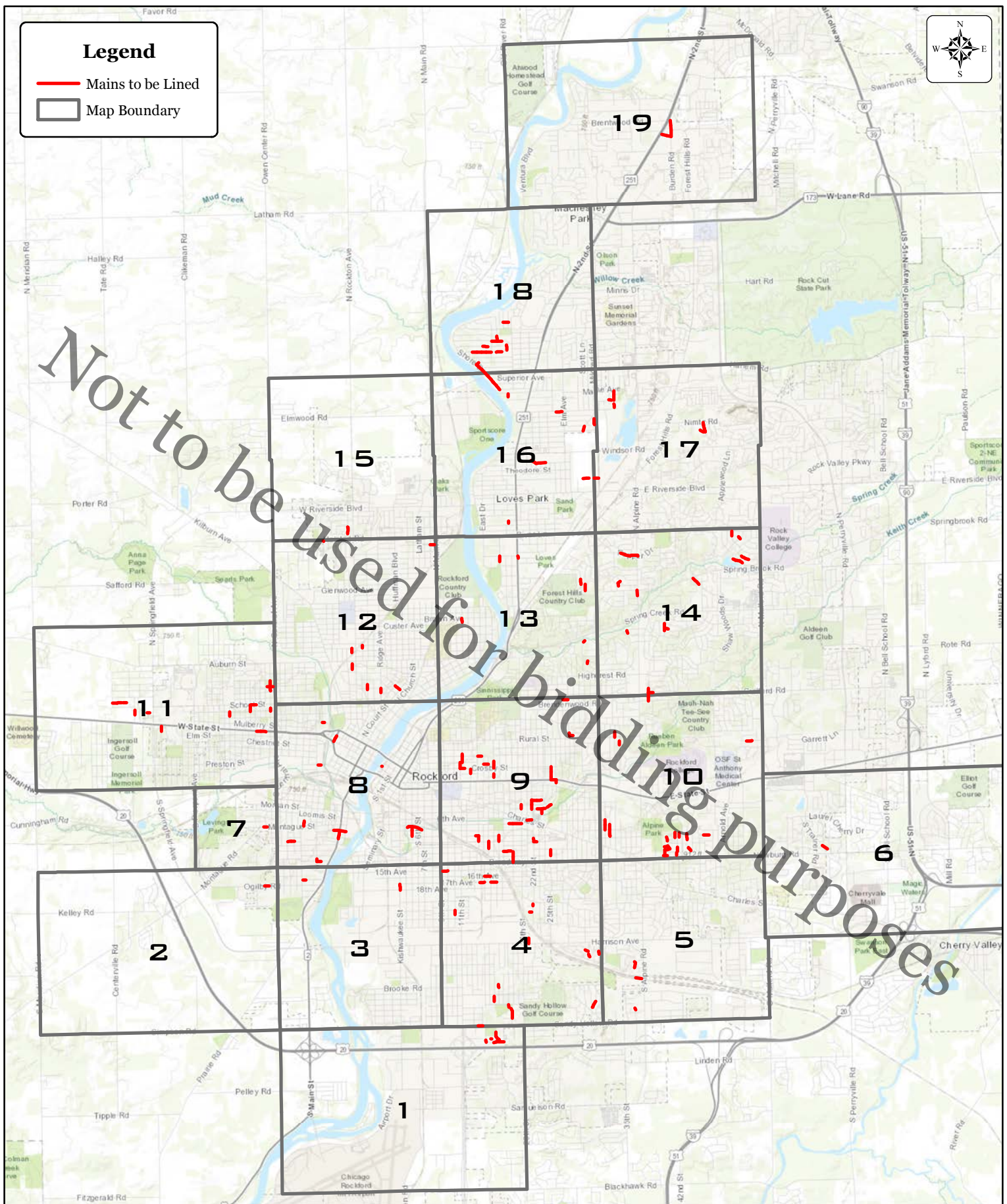
LP = LOVES PARK

RK TWNSP = ROCKFORD TOWNSHIP

Section IV

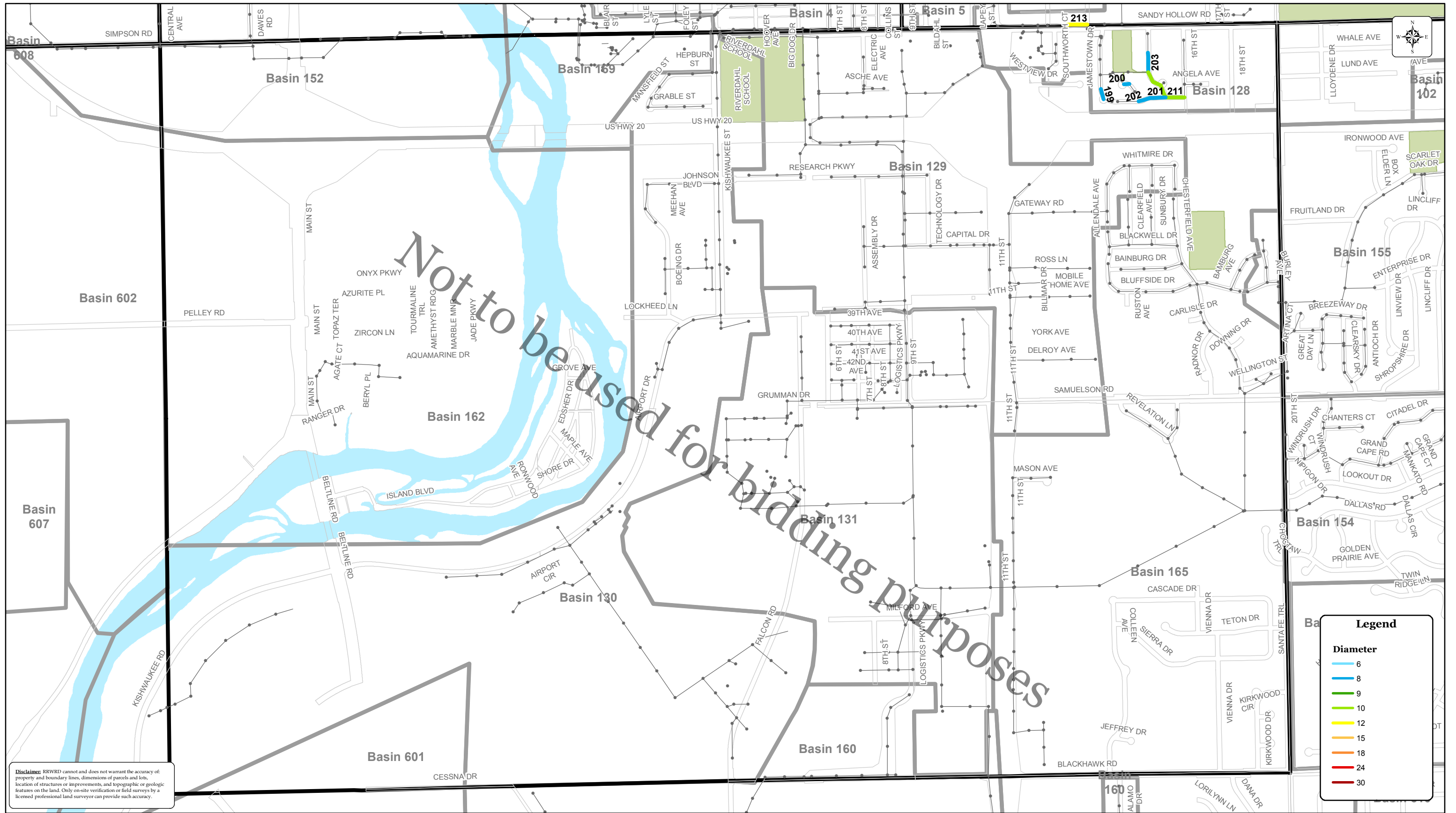
Lining Maps

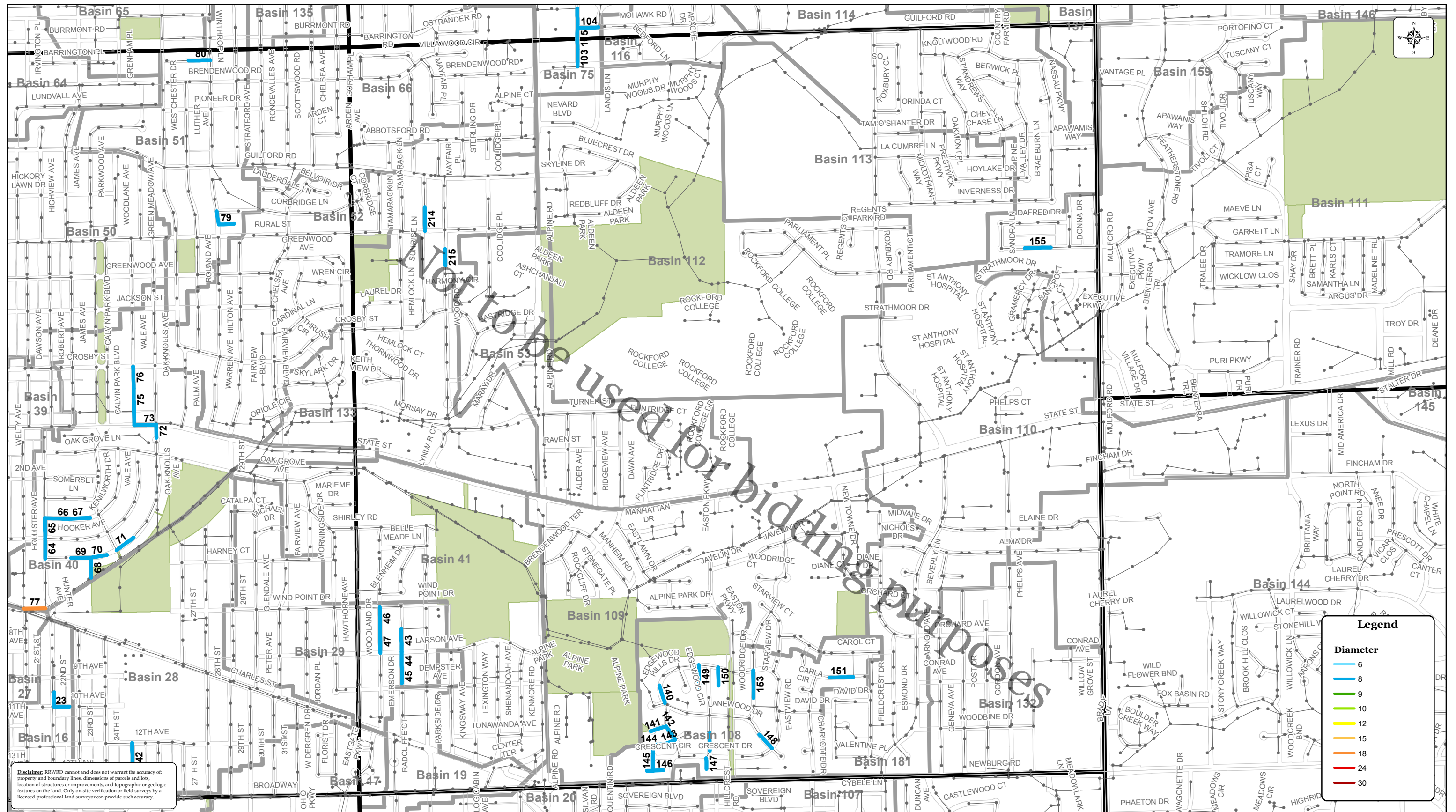
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SRF Sewer System Lining 2019-2020 Capital Project No. 2037

By: J. Kink
Produced: 3/1/2019
RRWRD Engineering Department

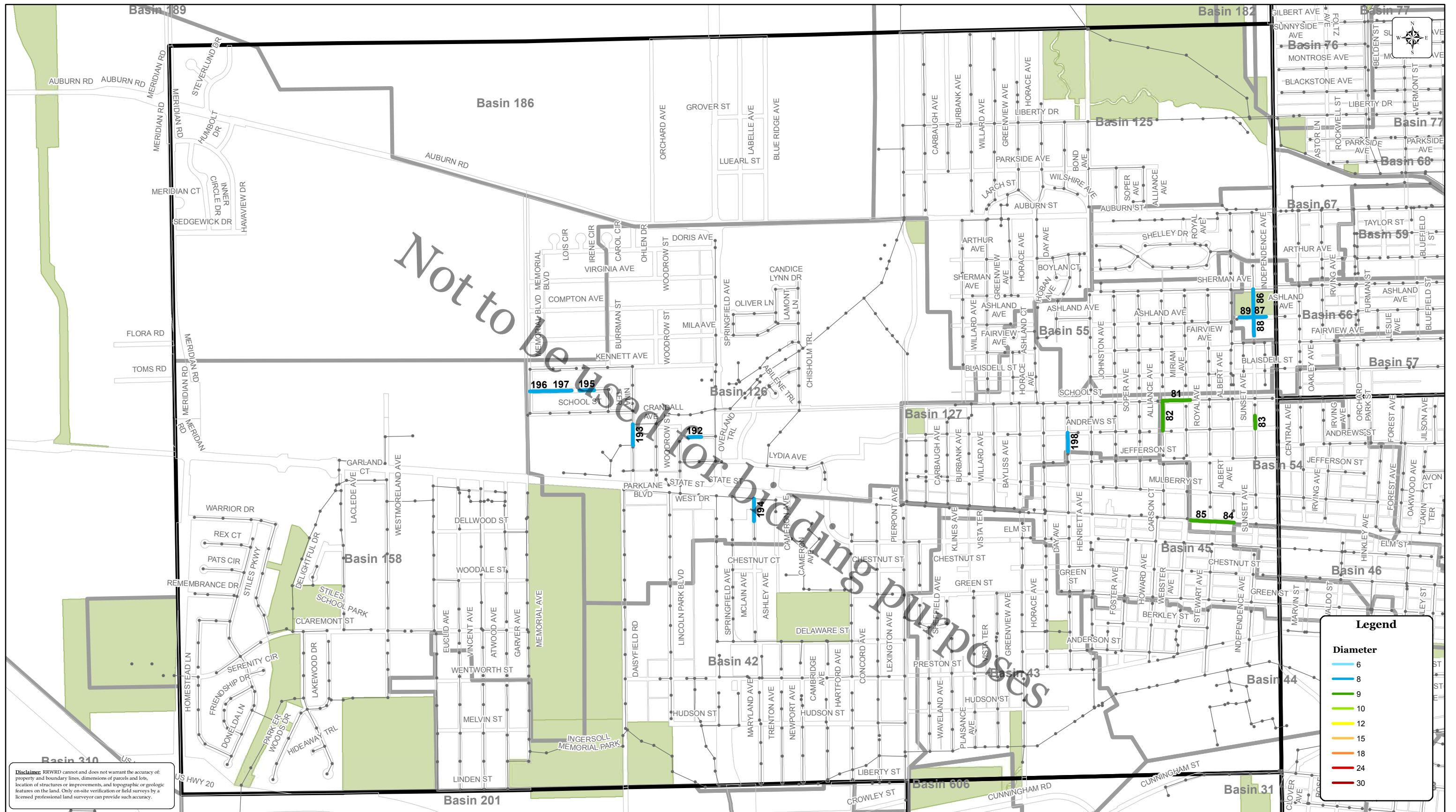


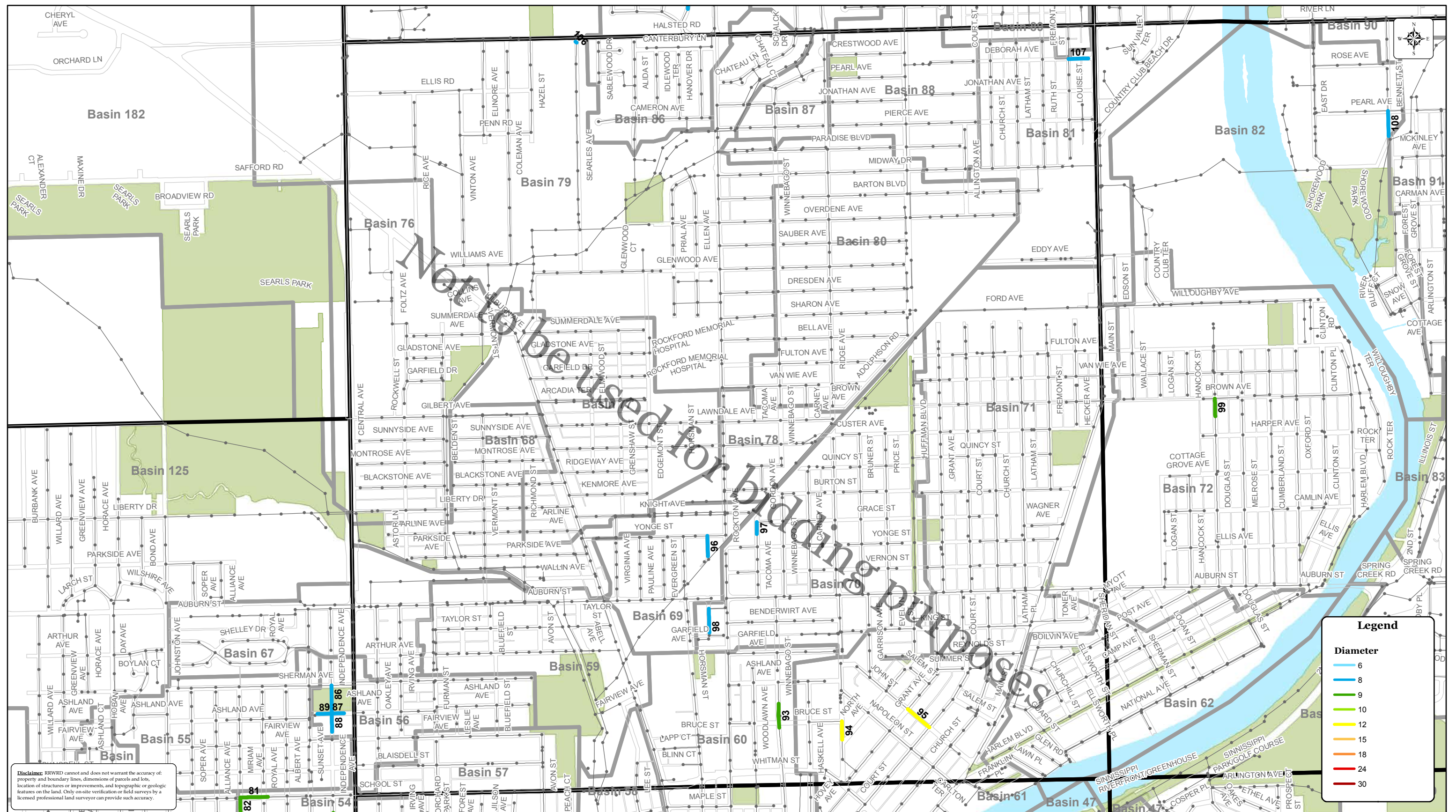


Map #10

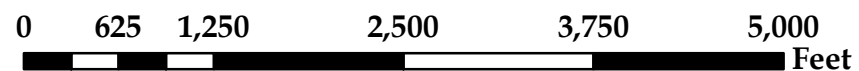
0 625 1,250 2,500 3,750 5,000 Feet

By: J. Kink
Produced: 3/11/2019
RRWRD Engineering Department

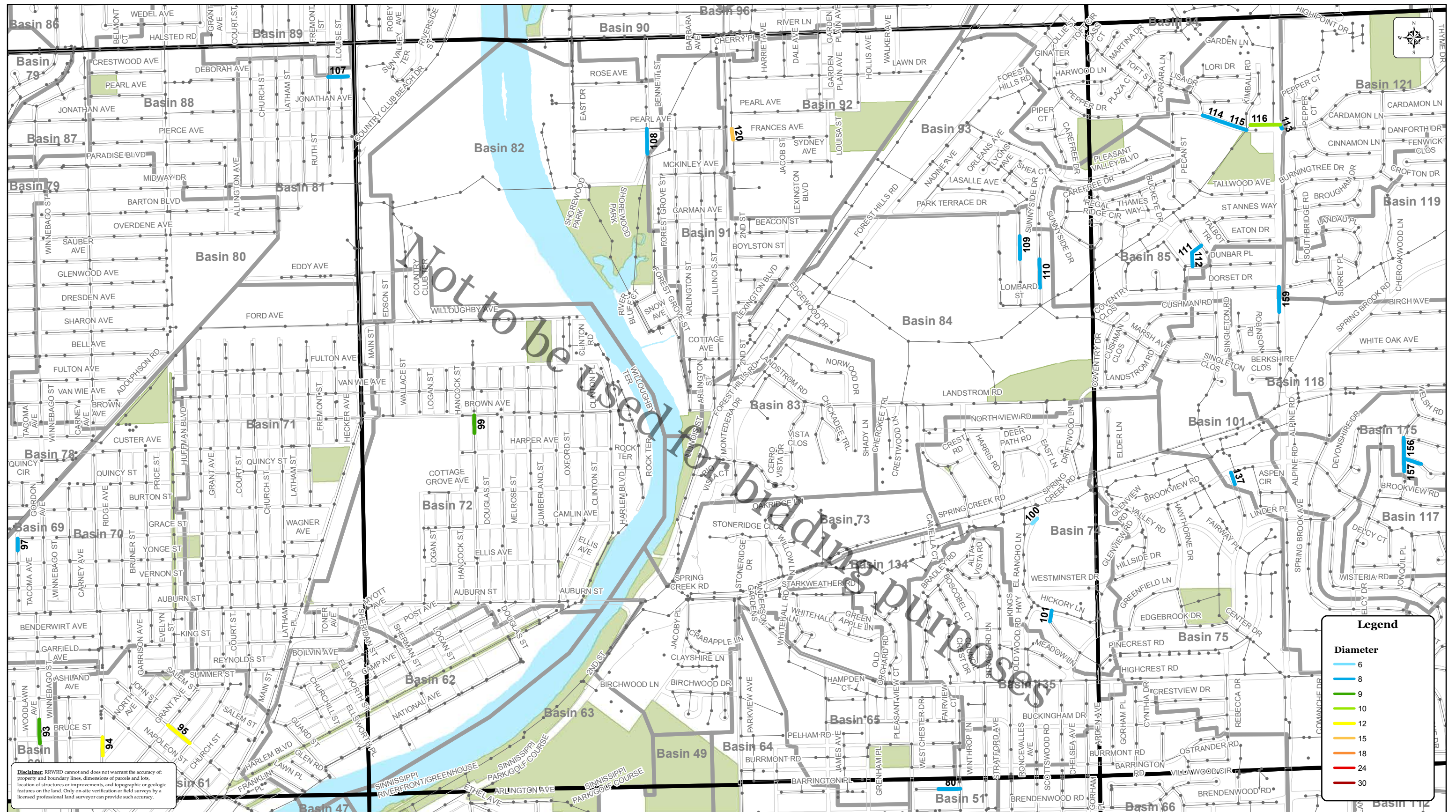




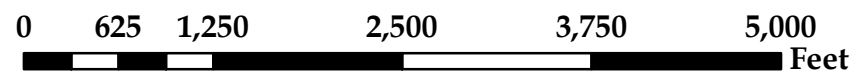
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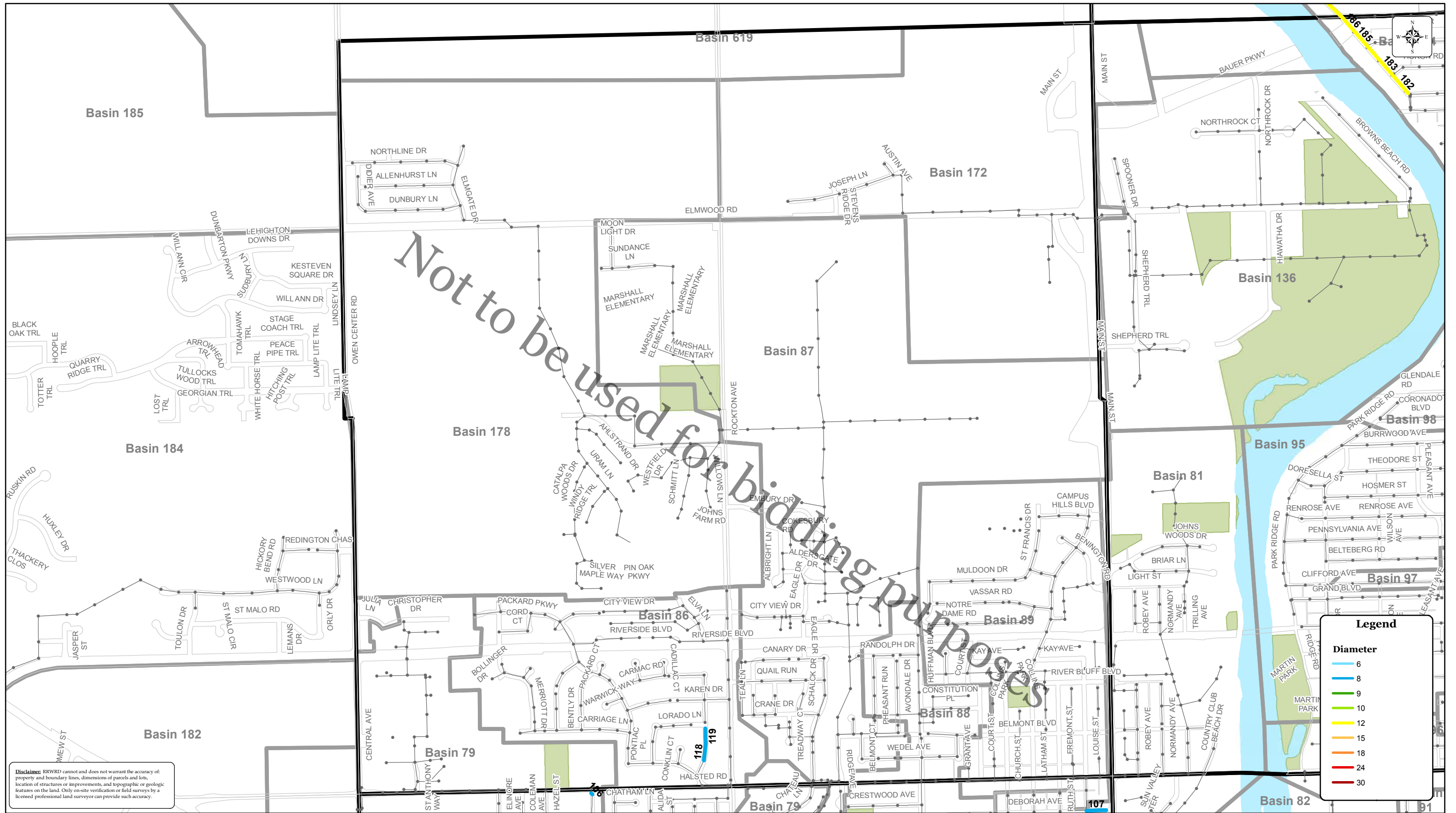
By: J. Kink
Produced: 3/11/2019
RRWRD Engineering Department



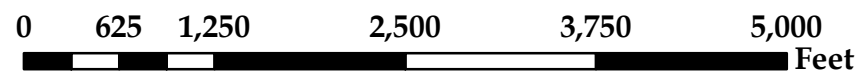
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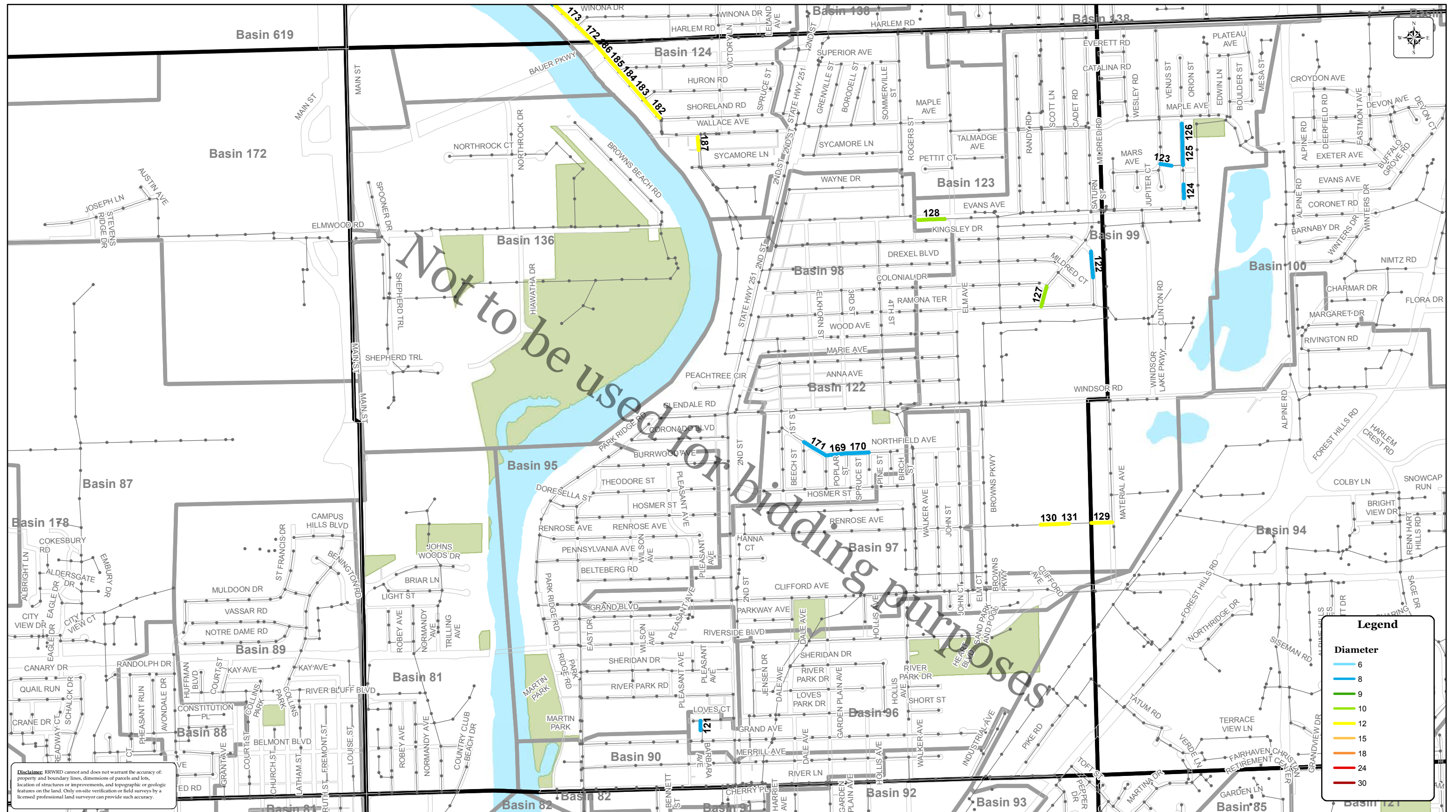
By: J. Kink
 Produced: 3/11/2019
 RRWRD Engineering Department

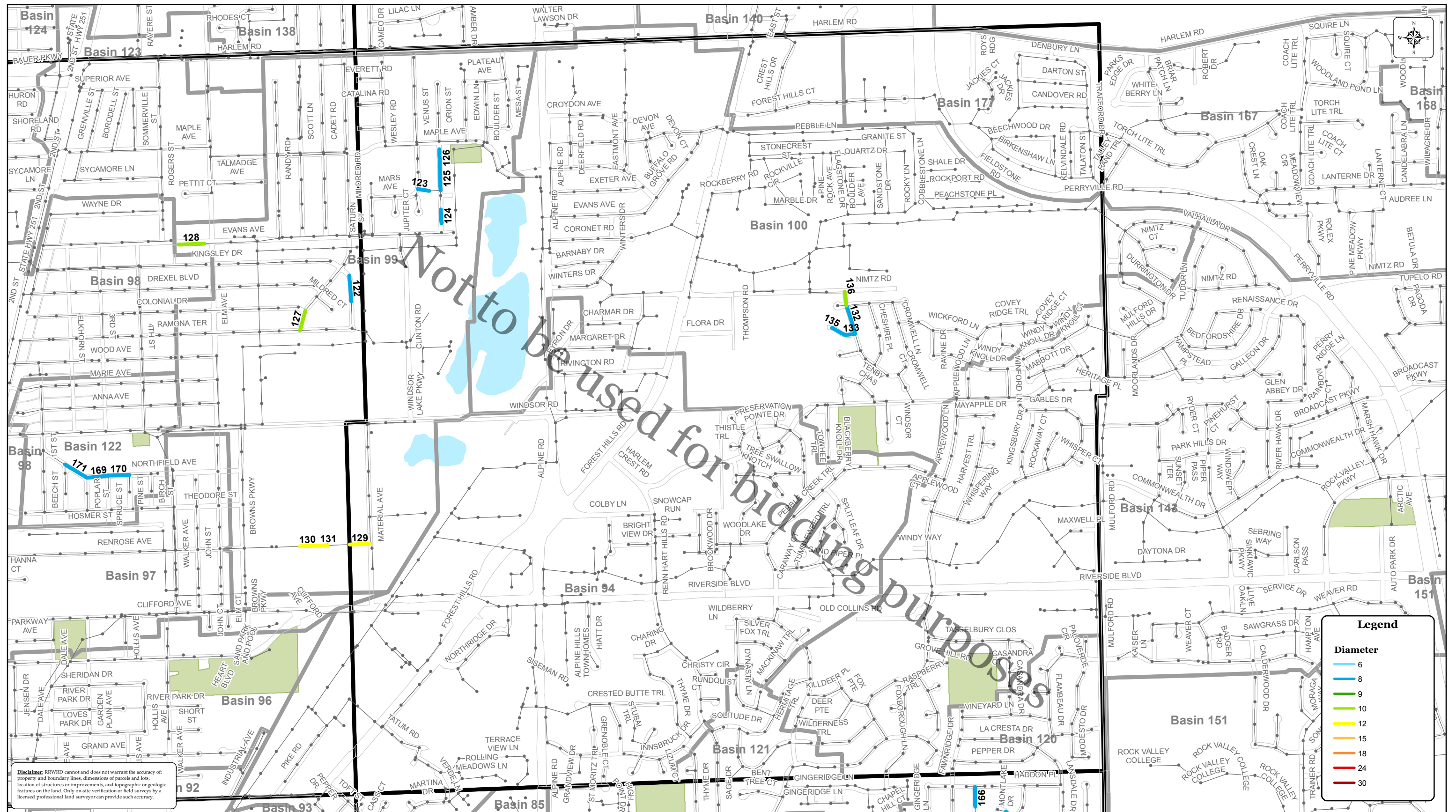


Map #15



By: J. Kink
 Produced: 3/11/2019
 RRWRD Engineering Department





Map #17

0 650 1,300 2,600 3,900 5,200 Feet

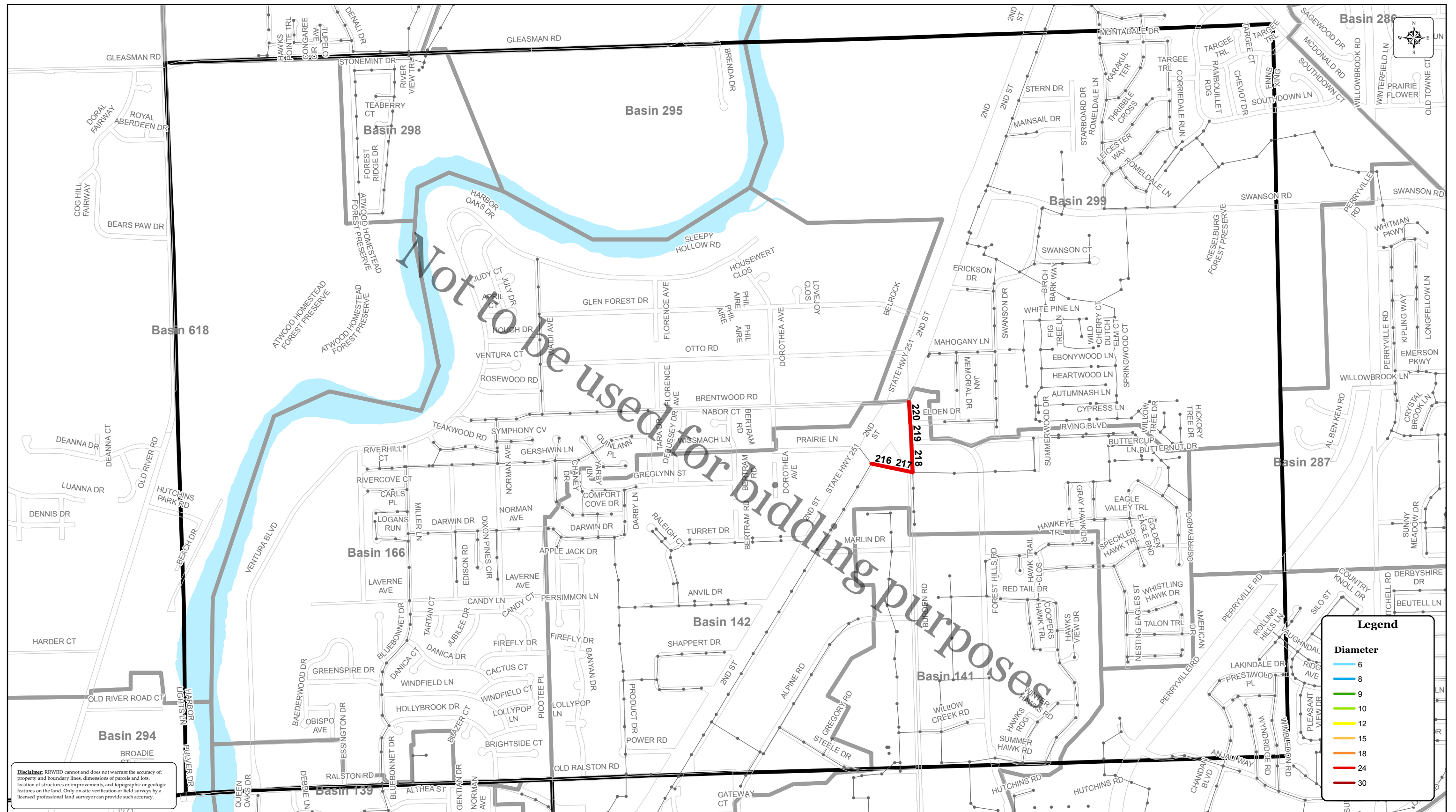
By: J. Kink
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RRWRD Engineering Department



Map #18

0 625 1,250 2,500 3,750 5,000 Feet

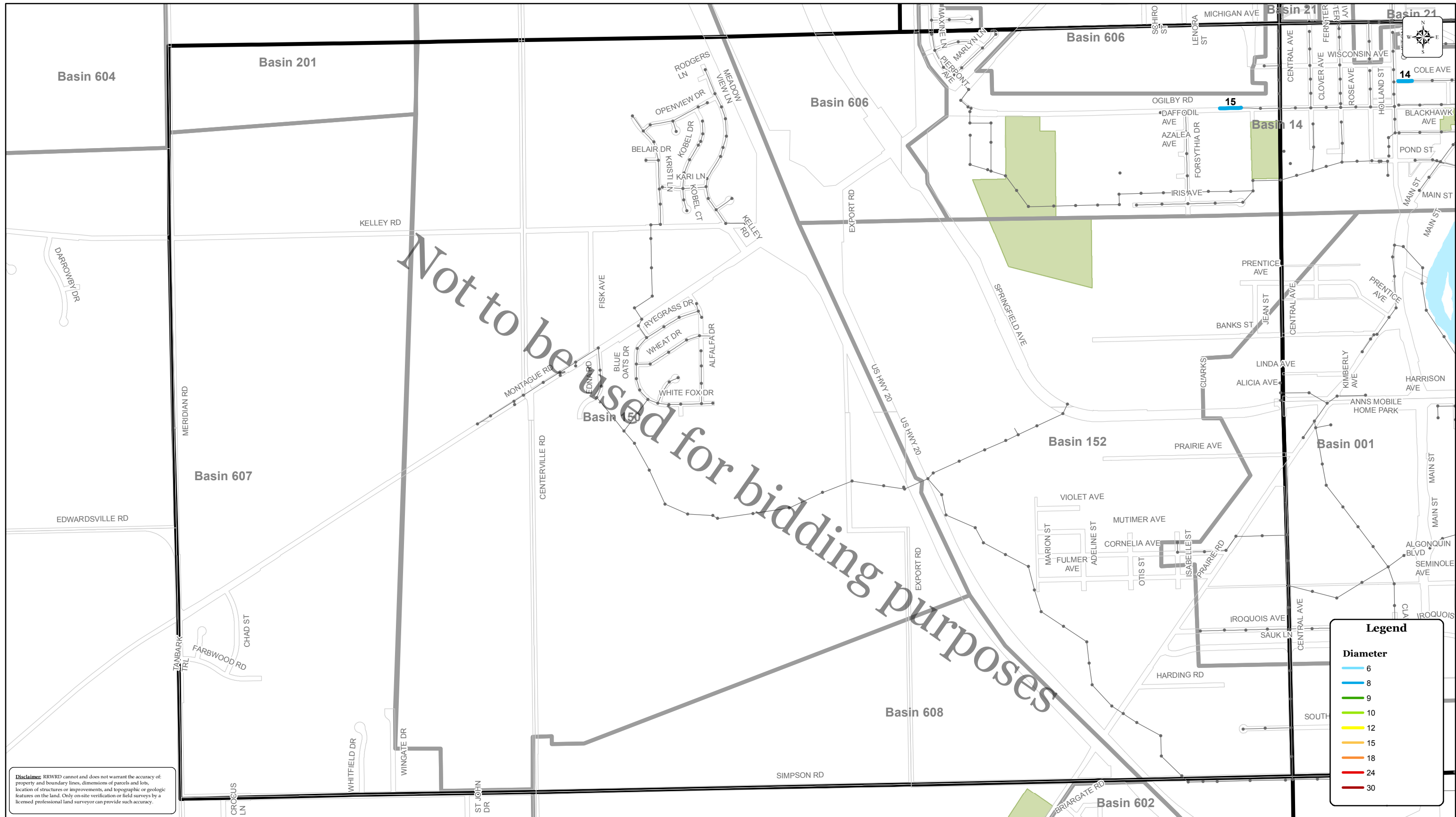
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Map #19

0 650 1,300 2,600 3,900 5,200 Feet

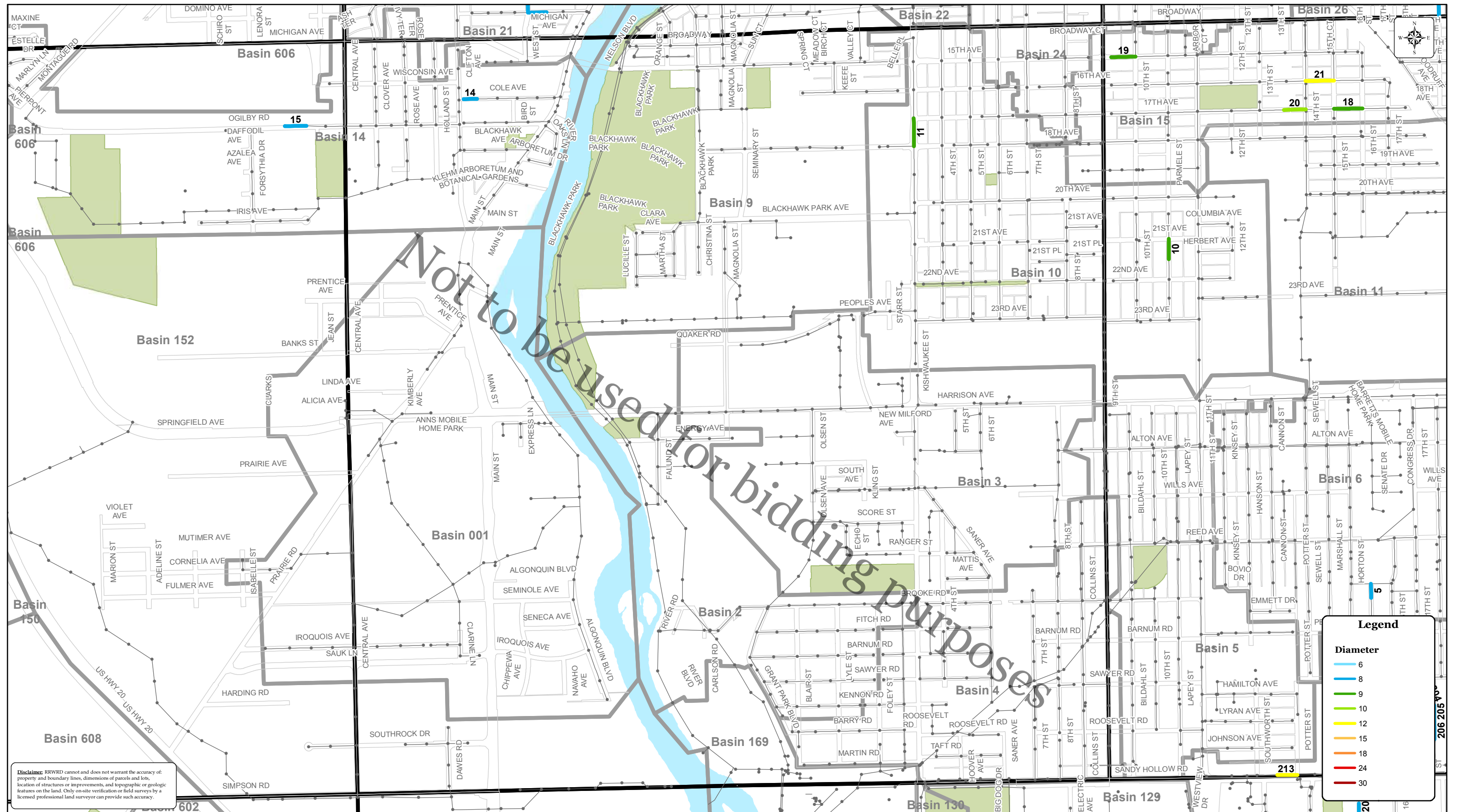
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Map #2

0 625 1,250 2,500 3,750 5,000 Feet

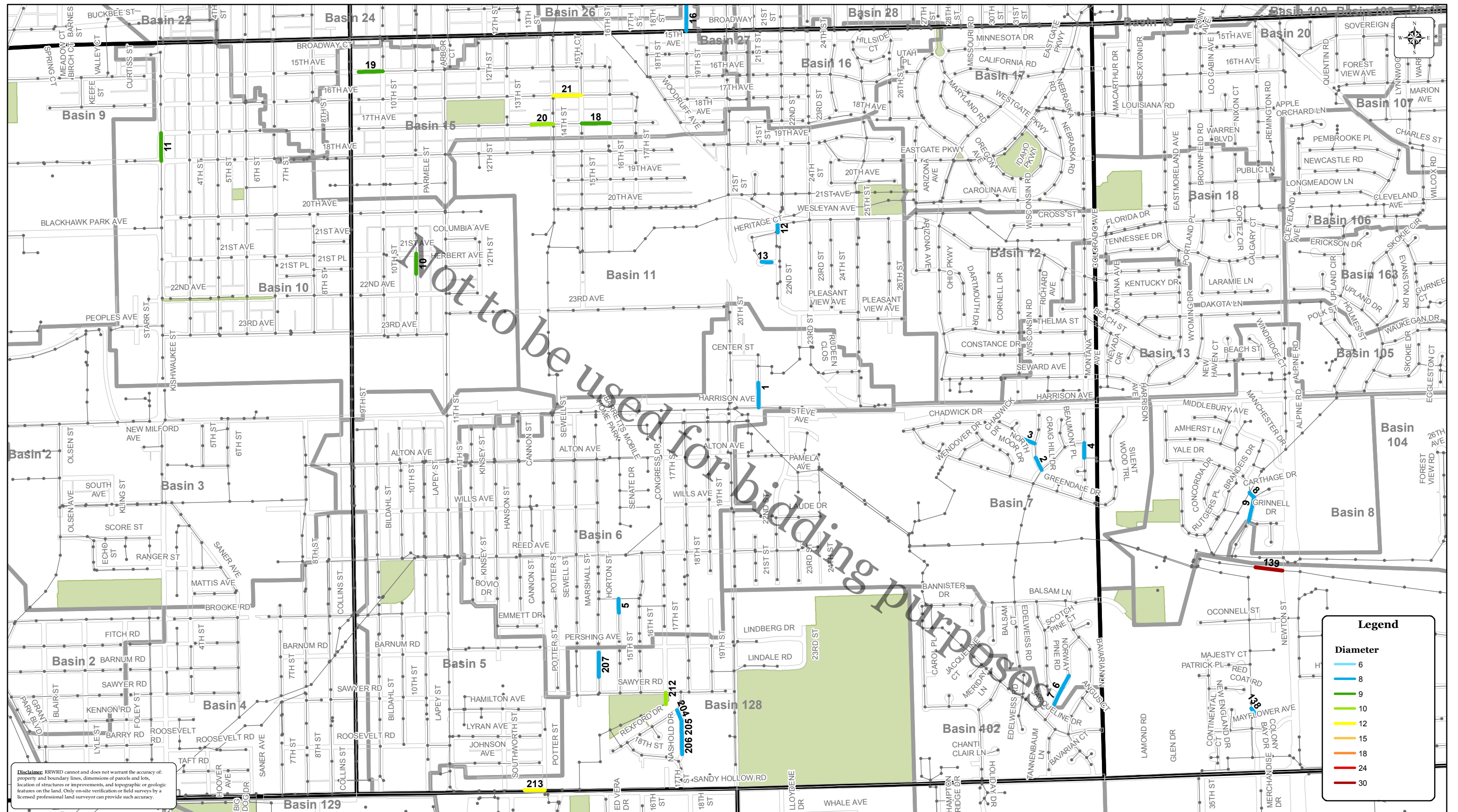
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RRWRD Engineering Department

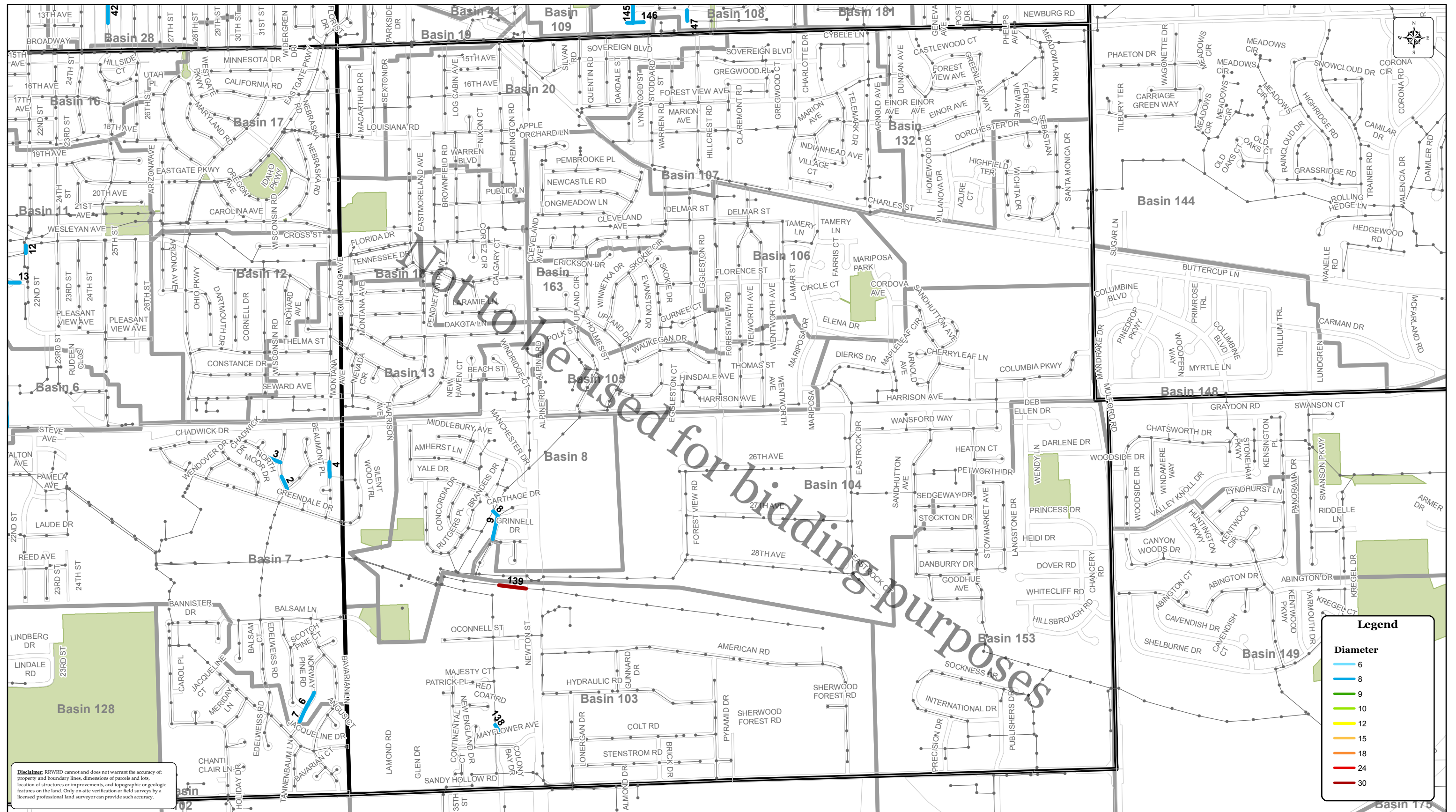


Map #3

0 625 1,250 2,500 3,750 5,000 Feet

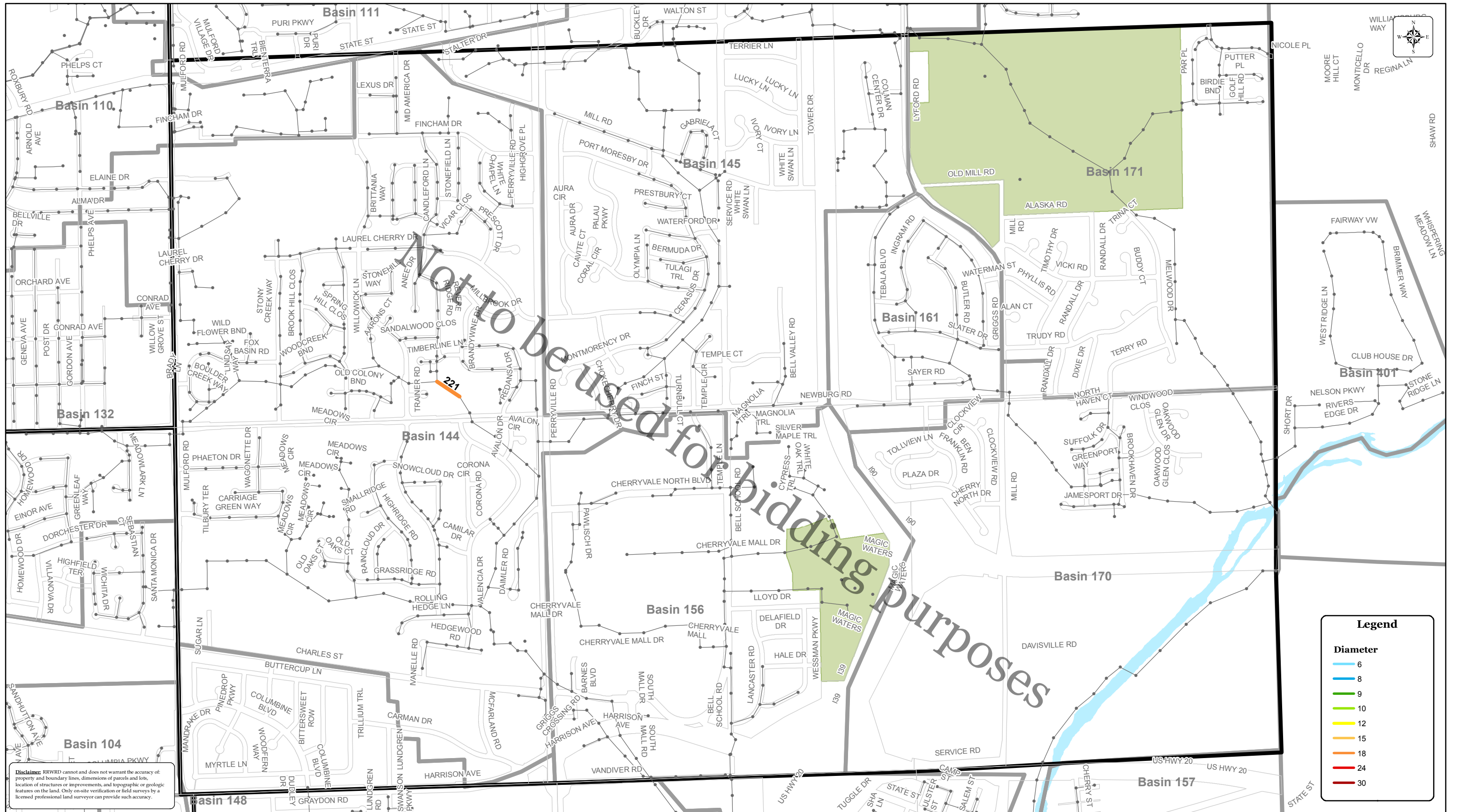
By: J. Kink
Produced: 3/11/2019
RRWRD Engineering Department

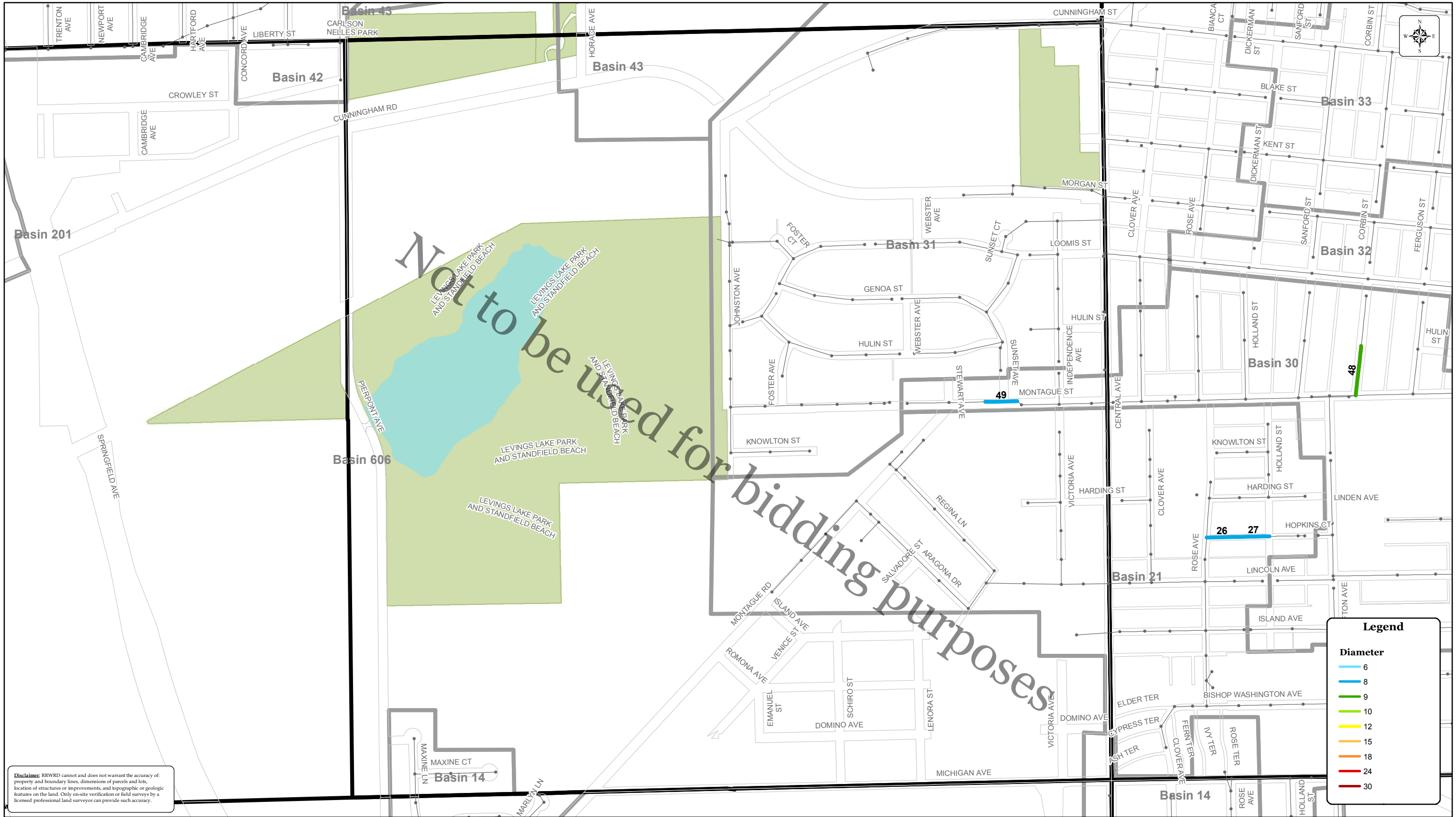




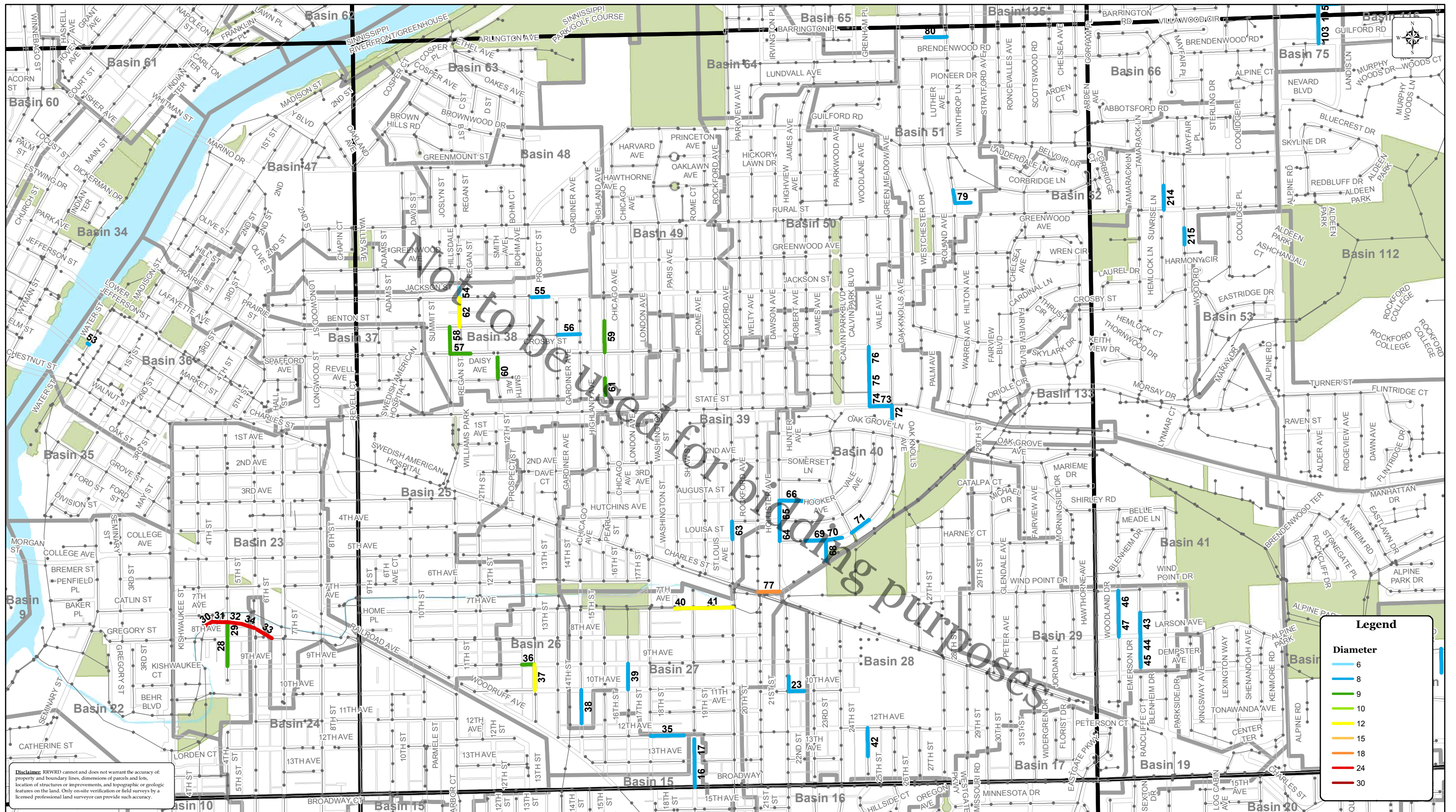
Map #5

By: J. Kink
Produced: 3/11/2019
RRWRD Engineering Department









Map #9

0 625 1,250 2,500 3,750 5,000 Feet

By: J. Kink
Produced: 3/11/2019
RRWRD Engineering Department

Section V

IDOT Utility Permit Applications

Not to be used for bidding purposes



Illinois Department of Transportation

Utility Permit

Public Improvement ☒ Yes ☐ No

IDOT Permit No. _____

Utility Reference No. _____

I (We) Rock River Water Reclamation District, 3501 Kishwaukee Street, PO Box 7480
Name of Applicant Mailing Address
Rockford, IL 61126, hereinafter termed the Permittee,
City State & Zip

request permission and authority to occupy, and to do certain work herein described on, the right-of-way of the State highway

known as IL Route 251 (Kishwaukee St.), Section _____,
from 18th Ave. to 17th Ave. in Winnebago County.

The work is described in detail below and/or on the attached sketch or plans.

Latitude/Longitude From _____ To _____

Cured in place pipe lining of an existing sanitary sewer. Work within IDOT Right-of-Way is limited to access to the sanitary manholes shown on the attached location map. A cleaning (jetter) truck and TV truck will need access to these manholes during lining operations. Work will be completed inside of one (1) day.

This permit covers the operation and presence of specified equipment, material or facility on the right-of-way that may be related to the authorized work. A copy of this permit must be present when crews or equipment occupy highway right-of way. Failure to comply may result in the cessation of all construction.

This permit is subject to conditions and restrictions of Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way of the Illinois State Highway System. The removal, relocation or modification of facilities permitted to occupy the right-of-way is governed by Section 9-113 of the Illinois Highway Code, as amended by Public Act 92-0470. The Permittee agrees to comply with the requirements of these laws and with all terms and conditions established by this permit. This permit is subject to revocation by the Department on violation of the terms and conditions governing its use.

[Signature] 3/7/2019
Signature of Agent for Permittee Date

Rock River Water Reclamation District
Name of Permittee (Print or Type)

3501 Kishwaukee St., PO Box 7480
Mailing Address

Rockford IL 61126
City State Zip

The work authorized by this permit shall be completed by 06/2020 or within _____ days after the date of approval by the Department, otherwise the permit will be considered null and void.

Public Improvement Projects only: The anticipated letting date is 5/16/2019

This permit allowing occupancy and work on state right-of-way is approved. The Utility Coordination Council established by the Department in the area covered by this permit is _____

Department of Transportation

Date

This permit is subject to the conditions and restrictions established in accordance with the Illinois Highway Code and Part 530 of Title 92 of the Illinois Administrative Code including but not limited to the following:

- (1) The applicant represents all parties in interest and shall furnish material, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any landscape restoration necessary. (See Section 530.250 of Title 92).
- (2) The proposed work shall be located and constructed to the satisfaction of the Regional Engineer or his duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the Regional Engineer or his duly authorized representative (See Section 530.200 of Title 92). **In certain circumstances the Department may require that the construction plans and/or the as-built documents be sealed by an Illinois Registered Professional Engineer.** Typical of such projects would be petroleum or gas pipelines.
- (3) The applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the applicant. (See Section 530.240 of Title 92).
- (4) The applicant must ascertain the presence of Highway Authority Agreements established in accordance with 35 Ill. Admin. Code Section 742.1020 in the path of its proposed installation and take precautions to protect its workers, human health and the environment in those areas. (See Section 530.240 of Title 92). Where contamination is encountered through excavation in the ROW, it should be managed offsite and IDOT's generator number for the appropriate county may be used.
- (5) The applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the Regional Engineer or his duly authorized representative. (See Section 530.600 of Title 92).
- (6) The facilities authorized to occupy the right-of-way by this permit are subject to removal, relocation or modification by the permittee at no expense to the State on notice given by the Department in accordance with Section 9-113 of the Illinois Highway Code, as amended. Participation by the permittee in the UTILITY Coordination Council identified on page one of this permit is required as a condition of this permit. Permittee shall cooperate with the Department with the scheduling of any removal, relocation or modification deemed necessary for highway or highway safety purposes, and, if Utility Coordination Council participation is required by this permit, with the activities of the council identified on the first page of this permit. (See Section 9-113 of the Illinois Highway Code.) Use of and compliance with current IDOT Traffic Control Standards will be required.
- (7) If the applicant and the District cannot agree either on whether the permit should be issued or on what conditions would be appropriate, the applicant may, within 30 days of the issuance of written notice of the District's position, appeal the District's determination to the Chief of the Department's Central Bureau of Operations. (See Section 530.900 of Title 92).
- (8) The permittee agrees to fully comply with the following legal obligations in advance of entering and while upon any Right-of-way within the Illinois State Highway System.
 - a) Only a permit issued by the Department under this Part will satisfy the "written consent" requirement of Section 9-113 of the Illinois Highway Code (the Code).
 - b) A permit from the Department grants a license only to undertake certain activities in accordance with this Part on a State right-of-way, and does not create a property right or grant authority to the permittee to impinge on the rights of others who may have an interest in the right-of-way. Such others might include an owner of an underlying fee simple interest if the right-of-way is owned as an easement or dedication of right of way, an owner of an easement, or another permittee.
 - c) It shall be the responsibility of the permittee to ascertain the presence and location of existing above-ground or underground facilities on the highway right-of-way to be occupied by their proposed facilities. The Department will make its permit records available to a permittee for the purpose of identifying possible facilities. When notified of an excavation or when requested by the Department, a permittee shall locate, physically mark, and indicate the depth of its underground facilities within 48 hours excluding weekends and holidays.
 - d) The permittee shall avoid conflicts with any existing underground or above-ground facilities on or near the highway right-of-way. Both the Department and J.U.L.I.E. are to be contacted for assistance during the application process.
 - e) The permittee shall comply with all other applicable laws relating to the placement of utility lines.
 - f) The issuance of a utility permit by the Department does not excuse the permittee from complying with any existing statutes, local regulations or requirements of other Department (e.g., oversize and overweight vehicles) or the requirements of other State agencies including, but not limited to, the following:

Illinois Commerce Commission, Illinois Department of Agriculture
Illinois Department of Natural Resources, Illinois Department of Mines and Minerals
Illinois Environmental Protection Agency, Illinois Historic Preservation Agency

- g) Rights of abutting and underlying property owners are protected by common law and Sections 9-113 and 9-127 of the Code. The permittee will address these rights prior to initiating activities on State right-of-way. The Department will not be a party in any negotiations between the utility and abutting property owners.
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- i) Each person responsible for a utility, in place on the effective date of this Part, on a State highway right-of-way shall notify the Department in writing, if that facility does not comply with this Part. The Department shall treat such a notice as a request for a variance under Section 530.130. Until informed that a variance will not be granted, a person responsible for a pre-existing utility will not be in violation of this Part. The failure to provide such notice constitutes a violation of this Part and of the utility accommodation permit (if any) and would justify the imposition of the sanctions set forth in Section 530.810.

Work to be coordinated with Department Representatives:

_____	Phone	()
_____	Phone	()

Utility Contact Person:	<u>Matt Campbell, mcampbell@rrwrdd.illinois.gov</u>	Phone	<u>(815) 387-7684</u>
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Work to be done by:

Contractor:	<u>TBD</u>		
Daytime Phone:	<u>()</u>	Emergency Phone:	<u>()</u>

Traffic control operation:

Number of lane closures:	_____	Time of closures:	_____
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Illinois Department of Transportation

Utility Permit

Public Improvement ☒ Yes ☐ No

IDOT Permit No. _____

Utility Reference No. _____

I (We) Rock River Water Reclamation District, 3501 Kishwaukee Street, PO Box 7480
Name of Applicant Mailing Address
Rockford, IL 61126, hereinafter termed the Permittee,
City State & Zip

request permission and authority to occupy, and to do certain work herein described on, the right-of-way of the State highway

known as IL Route 2 (South Main St.), Section _____,
from Salter Ave. to Knowlton St. in Winnebago County.

The work is described in detail below and/or on the attached sketch or plans.

Latitude/Longitude From _____ To _____

Cured in place pipe lining of an existing sanitary sewer. Work within IDOT Right-of-Way is limited to access to the sanitary manholes shown on the attached location map. A cleaning (jetter) truck and TV truck will need access to these manholes during lining operations. Work will be completed inside of one (1) day.

This permit covers the operation and presence of specified equipment, material or facility on the right-of-way that may be related to the authorized work. A copy of this permit must be present when crews or equipment occupy highway right-of way. Failure to comply may result in the cessation of all construction.

This permit is subject to conditions and restrictions of Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way of the Illinois State Highway System. The removal, relocation or modification of facilities permitted to occupy the right-of-way is governed by Section 9-113 of the Illinois Highway Code, as amended by Public Act 92-0470. The Permittee agrees to comply with the requirements of these laws and with all terms and conditions established by this permit. This permit is subject to revocation by the Department on violation of the terms and conditions governing its use.

[Signature] 3/7/19
Signature of Agent for Permittee Date

Rock River Water Reclamation District
Name of Permittee (Print or Type)

3501 Kishwaukee St., PO Box 7480
Mailing Address

Rockford IL 61126
City State Zip

The work authorized by this permit shall be completed by 06/2020 or within _____ days after the date of approval by the Department, otherwise the permit will be considered null and void.

Public Improvement Projects only: The anticipated letting date is 5/16/2019

This permit allowing occupancy and work on state right-of-way is approved. The Utility Coordination Council established by the Department in the area covered by this permit is _____

Department of Transportation

Date

This permit is subject to the conditions and restrictions established in accordance with the Illinois Highway Code and Part 530 of Title 92 of the Illinois Administrative Code including but not limited to the following:

- (1) The applicant represents all parties in interest and shall furnish material, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any landscape restoration necessary. (See Section 530.250 of Title 92).
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 - f) The issuance of a utility permit by the Department does not excuse the permittee from complying with any existing statutes, local regulations or requirements of other Department (e.g., oversize and overweight vehicles) or the requirements of other State agencies including, but not limited to, the following:

Illinois Commerce Commission, Illinois Department of Agriculture
Illinois Department of Natural Resources, Illinois Department of Mines and Minerals
Illinois Environmental Protection Agency, Illinois Historic Preservation Agency
 - g) Rights of abutting and underlying property owners are protected by common law and Sections 9-113 and 9-127 of the Code. The permittee will address these rights prior to initiating activities on State right-of-way. The Department will not be a party in any negotiations between the utility and abutting property owners.
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 - i) Each person responsible for a utility, in place on the effective date of this Part, on a State highway right-of-way shall notify the Department in writing, if that facility does not comply with this Part. The Department shall treat such a notice as a request for a variance under Section 530.130. Until informed that a variance will not be granted, a person responsible for a pre-existing utility will not be in violation of this Part. The failure to provide such notice constitutes a violation of this Part and of the utility accommodation permit (if any) and would justify the imposition of the sanctions set forth in Section 530.810.

Work to be coordinated with Department Representatives:

_____	Phone	()
_____	Phone	()
Utility Contact Person: Matt Campbell, mcampbell@rrwrdd.illinois.gov	Phone	(815) 387-7684

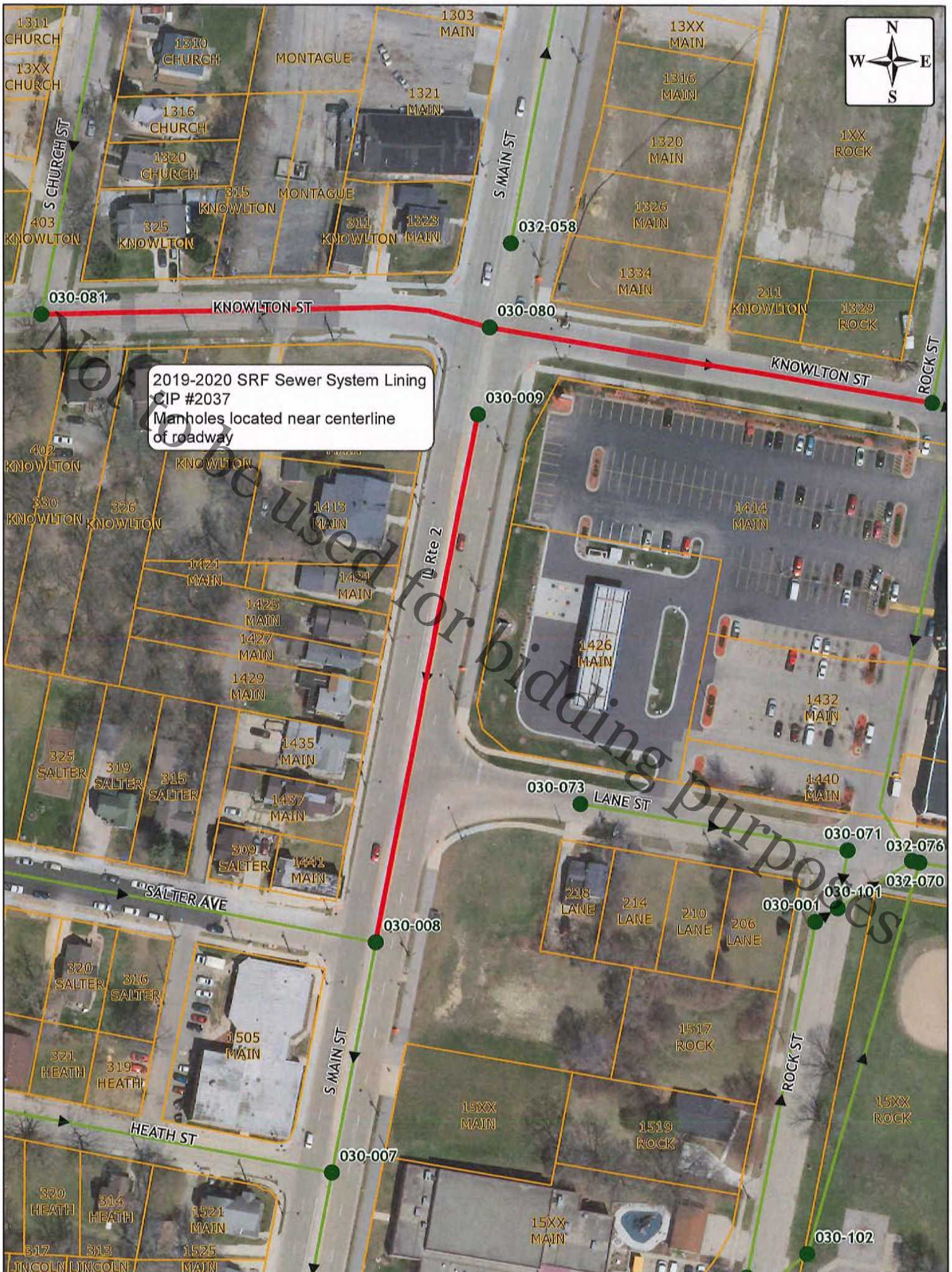
Work to be done by:

Contractor: TBD

Daytime Phone: () Emergency Phone: ()

Traffic control operation:

Number of lane closures: Time of closures:





Illinois Department of Transportation

Utility Permit

Public Improvement ☒ Yes ☐ No

IDOT Permit No. _____

Utility Reference No. _____

I (We) Rock River Water Reclamation District, 3501 Kishwaukee Street, PO Box 7480
Name of Applicant Mailing Address

Rockford
City

IL 61126
State & Zip

, hereinafter termed the Permittee,

request permission and authority to occupy, and to do certain work herein described on, the right-of-way of the State highway

known as U.S. Business 20 (East State St.), Section _____,
from Vale Ave. North to Oak Knolls Ave. North in Winnebago County.

The work is described in detail below and/or on the attached sketch or plans.

Latitude/Longitude From _____ To _____

Cured in place pipe lining of an existing sanitary sewer. Work within IDOT Right-of-Way is limited to access to the sanitary manholes shown on the attached location map. A cleaning (jetter) truck and TV truck will need access to these manholes during lining operations. Work will be completed inside of one (1) day.

This permit covers the operation and presence of specified equipment, material or facility on the right-of-way that may be related to the authorized work. A copy of this permit must be present when crews or equipment occupy highway right-of way. Failure to comply may result in the cessation of all construction.

This permit is subject to conditions and restrictions of Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way of the Illinois State Highway System. The removal, relocation or modification of facilities permitted to occupy the right-of-way is governed by Section 9-113 of the Illinois Highway Code, as amended by Public Act 92-0470. The Permittee agrees to comply with the requirements of these laws and with all terms and conditions established by this permit. This permit is subject to revocation by the Department on violation of the terms and conditions governing its use.

[Signature] 3/7/19
Signature of Agent for Permittee Date

Rock River Water Reclamation District
Name of Permittee (Print or Type)

3501 Kishwaukee St., PO Box 7480
Mailing Address

Rockford IL 61126
City State Zip

The work authorized by this permit shall be completed by 06/2020 or within _____ days after the date of approval by the Department, otherwise the permit will be considered null and void.

Public Improvement Projects only: The anticipated letting date is 5/16/2019

This permit allowing occupancy and work on state right-of-way is approved. The Utility Coordination Council established by the Department in the area covered by this permit is _____

Department of Transportation

Date

This permit is subject to the conditions and restrictions established in accordance with the Illinois Highway Code and Part 530 of Title 92 of the Illinois Administrative Code including but not limited to the following:

- (1) The applicant represents all parties in interest and shall furnish material, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any landscape restoration necessary. (See Section 530.250 of Title 92).
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- (3) The applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the applicant. (See Section 530.240 of Title 92).
- (4) The applicant must ascertain the presence of Highway Authority Agreements established in accordance with 35 Ill. Admin. Code Section 742.1020 in the path of its proposed installation and take precautions to protect its workers, human health and the environment in those areas. (See Section 530.240 of Title 92). Where contamination is encountered through excavation in the ROW, it should be managed offsite and IDOT's generator number for the appropriate county may be used.
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- (6) The facilities authorized to occupy the right-of-way by this permit are subject to removal, relocation or modification by the permittee at no expense to the State on notice given by the Department in accordance with Section 9-113 of the Illinois Highway Code, as amended. Participation by the permittee in the UTILITY Coordination Council identified on page one of this permit is required as a condition of this permit. Permittee shall cooperate with the Department with the scheduling of any removal, relocation or modification deemed necessary for highway or highway safety purposes, and, if Utility Coordination Council participation is required by this permit, with the activities of the council identified on the first page of this permit. (See Section 9-113 of the Illinois Highway Code.) Use of and compliance with current IDOT Traffic Control Standards will be required.
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 - f) The issuance of a utility permit by the Department does not excuse the permittee from complying with any existing statutes, local regulations or requirements of other Department (e.g., oversize and overweight vehicles) or the requirements of other State agencies including, but not limited to, the following:

Illinois Commerce Commission, Illinois Department of Agriculture
Illinois Department of Natural Resources, Illinois Department of Mines and Minerals
Illinois Environmental Protection Agency, Illinois Historic Preservation Agency
 - g) Rights of abutting and underlying property owners are protected by common law and Sections 9-113 and 9-127 of the Code. The permittee will address these rights prior to initiating activities on State right-of-way. The Department will not be a party in any negotiations between the utility and abutting property owners.
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Work to be coordinated with Department Representatives:

	Phone ()
	Phone ()

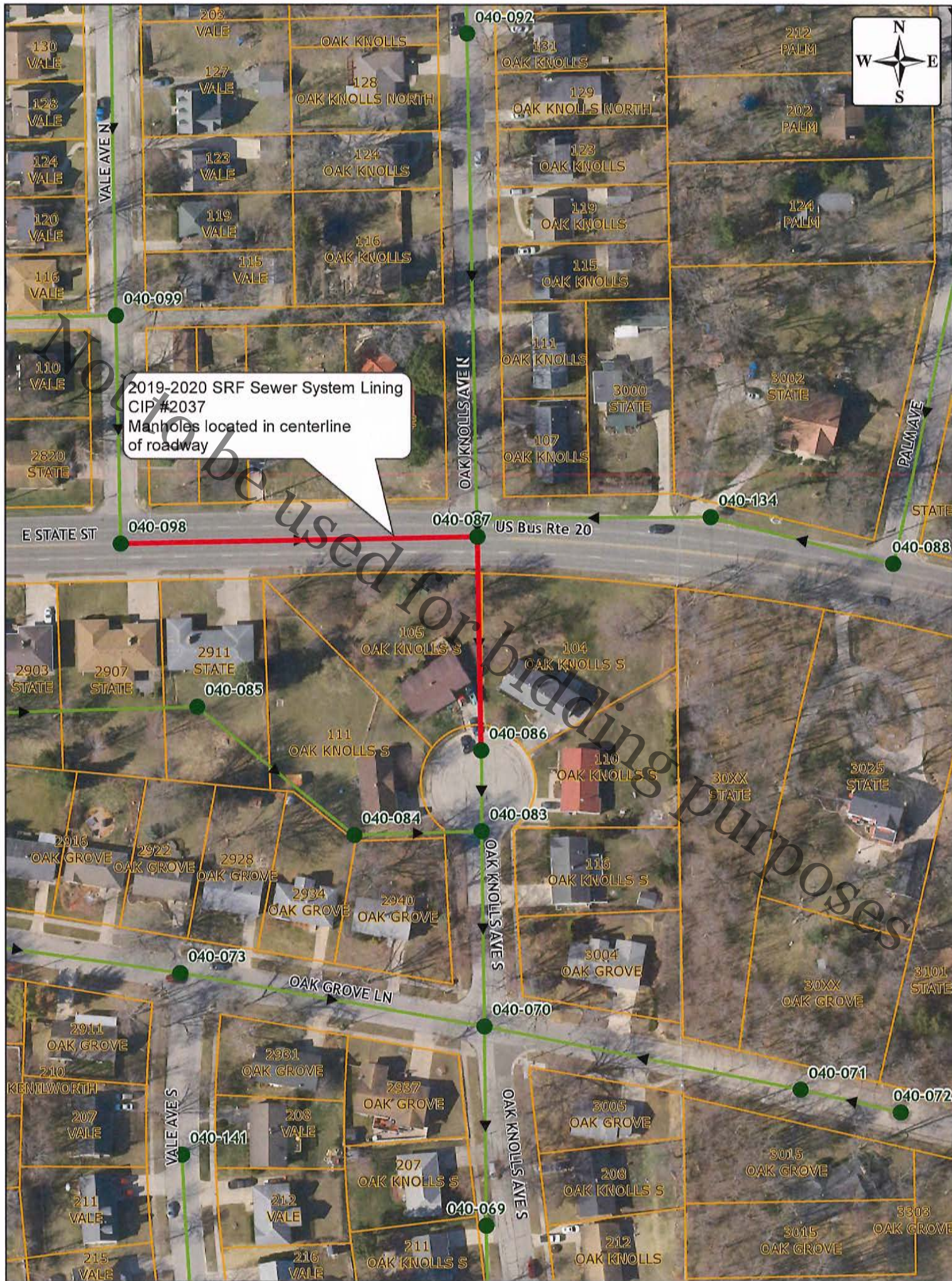
Utility Contact Person:	Matt Campbell, mcampbell@rrwrd.illinois.gov	Phone	(815) 387-7684
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Work to be done by:

Contractor:	TBD		
Daytime Phone:	()	Emergency Phone:	()

Traffic control operation:

Number of lane closures:		Time of closures:	
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2019-2020 SRF Sewer System Lining
CIP #2037
Manholes located in centerline
of roadway





Illinois Department of Transportation

Utility Permit

Public Improvement ☒ Yes ☐ No

IDOT Permit No. _____

Utility Reference No. _____

I (We) Rock River Water Reclamation District, 3501 Kishwaukee Street, PO Box 7480
Name of Applicant Mailing Address

Rockford
City

IL 61126
State & Zip

, hereinafter termed the Permittee,

request permission and authority to occupy, and to do certain work herein described on, the right-of-way of the State highway

known as U.S. Business 20 (West State St.), Section _____,

from Webster Ave. to Sunset Ave. in Winnebago County.

The work is described in detail below and/or on the attached sketch or plans.

Latitude/Longitude: From _____ To _____

Cured in place pipe lining of an existing sanitary sewer. Work within IDOT Right-of-Way is limited to access to the sanitary manholes shown on the attached location map. A cleaning (jetter) truck and TV truck will need access to these manholes during lining operations. Work will be completed inside of one (1) day.

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[Signature]
Signature of Agent for Permittee

3/7/19
Date

Rock River Water Reclamation District
Name of Permittee (Print or Type)

3501 Kishwaukee St, PO Box 7480
Mailing Address

Rockford IL 61126
City State Zip

The work authorized by this permit shall be completed by 06/2020 or within _____ days after the date of approval by the Department, otherwise the permit will be considered null and void.

Public Improvement Projects only: The anticipated letting date is 5/16/2019

This permit allowing occupancy and work on state right-of-way is approved. The Utility Coordination Council established by the Department in the area covered by this permit is _____

Department of Transportation

Date

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Work to be coordinated with Department Representatives:

_____	Phone	()
_____	Phone	()

Utility Contact Person:	<u>Matt Campbell, mcampbell@rwrdr.illinois.gov</u>	Phone	<u>(815) 387-7684</u>
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Work to be done by:

Contractor:	<u>TBD</u>		
Daytime Phone:	<u>()</u>	Emergency Phone:	<u>()</u>

Traffic control operation:

Number of lane closures:	_____	Time of closures:	_____
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Section VI

General Provisions & Technical Specifications for Sanitary Sewer Construction

(Separate document incorporated by reference)