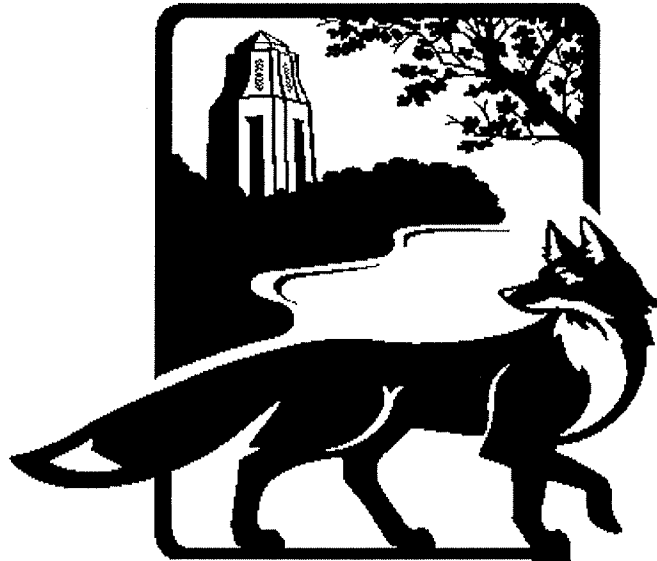


**BIDDING REQUIREMENTS, CONTRACT FORMS,  
CONTRACT CONDITIONS AND SPECIFICATIONS FOR**

**CITY OF ST. CHARLES, ILLINOIS**

**2015 SANITARY SEWER LINING PROJECT**

*April 2015*



**ST. CHARLES**  
S I N C E 1 8 3 4

**MAYOR – RAYMOND ROGINA  
CITY ADMINISTRATOR – MARK KOENEN, PE  
DIRECTOR OF PUBLIC WORKS – PETER SUHR  
ENVIRONMENTAL SERVICES MANAGER – JOHN LAMB  
ENVIRONMENTAL SERVICES DIVISION MANAGER – MICHAEL BURNETT**

**PROJECT SPECIFICATIONS  
2015 SEWER LINING PROJECT  
CITY OF ST. CHARLES, IL**

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## ADVERTISEMENT FOR BIDS

### PART 1 GENERAL

#### 1.1 Receipt of Bids

- A. Sealed proposals will be received by the City of St. Charles at the Purchasing Manager's Office for the project entitled "2015 Sewer Lining Project One Bid for Two Work Scopes—City of St. Charles, Illinois," until 11:00 a.m. on Friday, April 10, 2015. The sealed bids will be publicly opened and read aloud immediately afterwards in the City Council Chambers, on the same date. Sealed bids shall be addressed to the City of St. Charles Purchasing Division, 2 East Main Street, St. Charles, Illinois 60174 and shall be labeled "Bid for 2015 Sewer Lining Project—City of St. Charles."
- B. Bidders will be 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.

#### 1.2 Work Description

- A. The proposed improvement consists primarily of the following:
1. Traffic Control and Protection.
  2. Pre and Post Lining TV Inspection.
  3. Sanitary Sewer Cleaning and Heavy Cleaning.
  4. Sanitary Sewer Lining
  5. Storm Mains Lining.

#### 1.3 Document Inspection & Procurements

- A. The Contract Documents may be inspected and purchased at the following locations.
1. City of St. Charles/Purchasing Div.  
200 Devereaux Way  
St. Charles, Illinois 60174  
630/377-4471.

#### 1.4 Bonds

- A. Each bid shall be accompanied by a bid bond, bank draft, cashier's check or certified check payable to the order of the City of St. Charles, Illinois, in an amount not less than ten (10) percent of the amount of the bid, as a guaranty that the bidder will execute the contract, if it is awarded, in conformity with the bid form.

- B. The successful bidder will be required to furnish Performance and Payment Bonds on forms provided in the Specifications and Contract Documents, each in an amount equal to 100 percent of the contract price.

#### 1.5 Wage Rates

- A. To the extent as required by law, contractors shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01 (the "Act") and the current City of St. Charles Ordinance with rates to be paid, in effect at the time work is performed in the County where the work is performed. The successful bidder is responsible for posting and issuing current rates to its employees and subcontractors. Current rates are available through the Illinois Department of Labor's website at <http://labor.illinois.labor.gov/>. The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

Such records are true and accurate;

The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

#### 1.6 Rejection of Bids

- A. The Owner expressly reserves the right to reject any or all bids or to accept the bid, which appears to be in the best interest of the Owner. The Owner expressly reserves the right to waive any informalities or technical irregularities in a bid if to do so is in the best interest of the Owner.

Dated this 26th day of March, 2015

**Michael Shortall**  
Purchasing Manager

**SECTION 00050**

**BIDDER CERTIFICATION**

The following affidavit must be completed, notarized and submitted with the bid package in compliance with Article 33 E of the "Criminal Code of 1961."

I (*Name*) \_\_\_\_\_, do hereby certify that:

1. I am (*Position*) \_\_\_\_\_ of (*Firm Name and Address*) \_\_\_\_\_  
\_\_\_\_\_ and have authority to execute this certification on behalf of the firm;

2. The above referenced firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E of the "Criminal Code of 1961."

Signature \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal  
(where appropriate)

**REQUIRED NOTARIZATION**

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 at his or her free act and deed.

Signature of Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

Notary Seal

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1. Defined Terms.

- 1.1 Terms used in these Instructions to BIDDERS which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 edition) have the meanings assigned to them in the General Conditions. The term "SUCCESSFUL BIDDER" means the lowest, qualified, responsible BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

#### 2. Copies of Bidding Documents.

- 2.1 Complete sets of the Bidding Documents are available in the number and for the purchase price, stated in the Notice or Invitation to Bid.
- 2.2 Complete sets of Bidding Documents shall be used in preparing BIDS; OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining BIDS on the WORK and does not confer a license or grant for any other use.

#### 3. Qualification of BIDDERS.

- 3.1 To demonstrate qualifications to perform the WORK, each BIDDER must be prepared to submit within five days of OWNER'S request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each BID must contain evidence of BIDDER'S qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

#### 4. Examination of Contract Documents and Site.

- 4.1 Before submitting a BID, each BIDDER must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress of performance of the WORK, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the WORK; (d) study and carefully correlate BIDDER'S observations with the Contract Documents and (e) notify the OWNER of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2 Each BIDDER shall be responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the forgoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

- 4.3 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 the nature of the WORK to be done.
- 4.4 The OWNER shall provide 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.
- 4.5 When requested, OWNER will provide each BIDDER access to the site to conduct such investigations and tests, as each BIDDER deems necessary for submission of his BID.
- 4.6 The lands upon which the WORK is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the WORK are identified in the Supplementary Conditions, General Requirements or Drawings.
- 4.7 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.
- 4.8 The submission of a BID will constitute an incontrovertible representation by the BIDDER that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

## 5. Interpretations.

- 5.1 All questions about the meaning or intent of the CONTRACT DOCUMENTS shall be submitted to OWNER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## 6. Bid Security.

- 6.1 Bid Security shall be made payable to OWNER, in an amount of ten percent (10%) of the BIDDER'S maximum BID price and in the form of a certified or bank check or a BID BOND issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.
- 6.2 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.
- 6.3 The BID Security of the SUCCESSFUL BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the SUCCESSFUL BIDDER fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the BID Security of that BIDDER will be forfeited. The BID Security of any BIDDER whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of



the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by OWNER to CONTRACTOR and the required Contract Security is furnished or the sixty-first day after the BID opening. BID Security of other BIDDERS will be returned within seven days of the BID opening.

7. Contract Time.

7.1 The number of days within which, or the date by which, the WORK is to be completed (Contract Time) is set forth in the BID Form and will be included in the Agreement.

8. Liquidated Damages.

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9. Substitute Material and Equipment.

9.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by OWNER is set forth in paragraphs 6.5 of the General Conditions that may be supplemented in the General Requirements.

10. Subcontractors, etc.

10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the apparent SUCCESSFUL BIDDER, and any other BIDDER so requested, will within seven days after the day of the BID opening submit to OWNER a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the WORK as to which such identification is so required. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by OWNER. If OWNER after due investigation has reasonable objections to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent SUCCESSFUL BIDDER to submit an acceptable substitute without an increase in BID price. If the apparent SUCCESSFUL BIDDER declines to make any such substitution, the contract shall not be awarded to such BIDDER, but his declining to make any such substitution will not constitute grounds for sacrificing his BID Security. Any Subcontractor, other person or organization so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

10.2 In contracts where the Contract Price is on the basis of Cost-of-the-WORK plus a fee, the apparent SUCCESSFUL BIDDER, prior to the Notice of Award, shall identify in writing to OWNER those portions of the WORK that such BIDDER proposes to subcontract and after the Notice of Award may only subcontract other portions of the WORK with OWNER'S written consent.

- 10.3 No CONTRACTOR shall be required to employ any Subcontractor, other person or organization against which he has reasonable objection.

## 11. Bid Form.

- 11.1 All BIDS must be made on the attached BID forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID forms must be fully completed and executed when submitted. Only one copy of the BID forms is required. The BID Forms are attached hereto. Additional copies may be obtained from OWNER.
- 11.2 BID Forms must be completed in ink or by typewriter. The BID price of each item on the forms must be stated in words and numerals; in case of a conflict, words will take precedence.
- 11.3 BIDS by corporations must be executed in the corporate name by the president or a vice-president or other corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The BID shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the BID Forms).
- 11.7 The address to which communications regarding the BID is to be directed must be shown.

## 12. Submission of Bids.

- 12.1 BIDS shall be submitted at the time and place indicated in the "Invitation to BID" and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the BIDDER and accompanied by the BID Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- 12.2 By submission of the BID, each BIDDER and, in the case of a joint bid, each party thereto certifies as to his or her own organization, that in connection with the BID:
- A. 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 other competitor;
  - B. Unless otherwise required by law, the prices 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

- C. 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.

12.3 Each person signing the BID shall certify that:

- A. He or she is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being BID and that he or she has not participated, and will not participate, in any action contrary to 12.2(A) through 12.2(C) above; or
- B. He or she 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 or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to 12.2(A) through 12.2(C) above, and as their agent shall so certify; and shall also certify that he or she has not participated, and will not participate, in any action contrary to 12.2(A) through 12.2(C) above.

12.4 All BID packages shall consist of Division 0 – Documents completed in their entirety. Failure to submit a complete package of documents may result in the BID being deemed incomplete.

12.5 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, the 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.

### 13. Modification and Withdrawal of Bids.

13.1 Any BID may be modified or withdrawn prior to the time indicated in the Advertisement for BIDS for the 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 7 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.

13.2 If, within twenty-four hours after BIDS are opened, any BIDDER files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his BID, that BIDDER may withdraw his BID and the BID Security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the WORK.

### 14. Opening of BIDS.

14.1 BIDS will be opened publicly. When BIDS are opened publicly they will be read aloud, and an abstract of the amounts of the Base BIDS and major alternates (if any) will be made available after the opening of BIDS.

### 15. BIDS to Remain Open.

- 15.1 All BIDS shall remain open for sixty days after the day of the BID opening, but OWNER may, in his sole discretion, release any BID and return the BID Security prior to that date.

16. Award of Contract.

- 16.1 OWNER reserves the right to reject any and all BIDS, to waive any and all informalities and to negotiate contract terms with the SUCCESSFUL BIDDER, and the right to disregard all nonconforming, non-responsive or conditional BIDS. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating BIDS, OWNER shall consider the qualifications of the BIDDERS, whether or not the BIDS comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is OWNER'S intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but OWNER may accept them in any order or combination.
- 16.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the WORK as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by OWNER.
- 16.4 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed Subcontractors and other persons and organizations to do the WORK in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 16.5 OWNER reserves the right to reject the BID of any BIDDER who does not pass any such evaluation to OWNER'S satisfaction.
- 16.6 A conditional or qualified BID will not be accepted.
- 16.7 If the contract is to be awarded it will be awarded to the low, responsive, responsible BIDDER whose evaluation by OWNER indicates that the award will be in the best interests of the Project.
- 16.8 If the contract is to be awarded, OWNER will give the SUCCESSFUL BIDDER a Notice of Award within sixty days after the day of the BID opening.

17. Performance and Payment Bonds.

- 17.1 In addition to the requirements set forth in paragraph 5.1 of the General Conditions and the Supplementary Conditions, a performance bond and a payment bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

When the SUCCESSFUL BIDDER delivers the executed Agreement to OWNER it shall be accompanied by the required Performance and Payment Bonds.

18. Signing of Agreement

- 18.1 When OWNER gives a Notice of Award to the SUCCESSFUL BIDDER, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen days thereafter CONTRACTOR shall sign and deliver at least three counterparts of the Agreement to OWNER with all other Contract Documents attached. Within ten days thereafter OWNER will deliver all fully signed counterparts to CONTRACTOR.

END 00100

**SECTION 00300**

**PROPOSAL**

To Mayor of the City of St. Charles, Illinois:

1. Proposal of *(Name and Address of Bidder)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ for the improvement designated below.

Work covered by Contract Documents includes, but is not necessarily limited to the following:

This project consists of Sanitary Sewer Lining in 31 individual locations throughout the City of St. Charles. Work shall include the lining sanitary sewer as well as the reinstatement of service laterals, sanitary sewer cleaning and pre and post construction sanitary sewer televising. This project consists of Storm Sewer Lining in 2 individual locations throughout the City of St. Charles. Work shall include the lining storm sewer as well as the reinstatement of service laterals, storm sewer cleaning and pre and post construction storm sewer televising.

2. The location maps for the proposed improvement are those provided by the City of St. Charles. Said maps are designated as Location Maps for "2015 Sewer Lining Project" and which cover the work described in Paragraph 1 above for the price of:

**Sum of Unit Prices x Quantities (in words)** \_\_\_\_\_ **Dollars**  
**and** \_\_\_\_\_ **Cents**

**Sum of Unit Prices x Quantities (in figures) \$** \_\_\_\_\_

**City of St. Charles  
2015 Sanitary Sewer Lining Project**

**BID FORM (Separate Sanitary)**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization		Lump Sum		
2	Traffic Control & Protection		Lump Sum		
3	Televise, Clean & Line Sanitary Sewer, 8" VCP	1,378	Linear Foot		
4	Televise, Clean & Line Sanitary Sewer, 10" VCP	292	Linear Foot		
5	Televise, Clean & Line Sanitary Sewer, 12" VCP	2,197	Linear Foot		
6	Televise, Clean & Line Sanitary Sewer, 15" VCP	1,195	Linear Foot		
7	Televise, Clean & Line Sanitary Sewer, 18" VCP	2,304	Linear Foot		
8	Televise, Clean & Line Sanitary Sewer, 21" VCP	1,730	Linear Foot		

<b>Bid Total</b>	
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**City of St. Charles  
2015 Storm Sewer Lining Project**

**BID FORM (Separate Storm)**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization		Lump Sum		
2	Traffic Control & Protection		Lump Sum		
3	Televise, Clean & Line Storm Sewer, 15" VCP	976	Linear Foot		
4	Televise, Clean & Line Storm Sewer, 18" VCP	131	Linear Foot		
5	Televise, Clean & Line Storm Sewer, 10" RCP*	83	Linear Foot		
6	Televise, Clean & Line Storm Sewer, 12" RCP*	576	Linear Foot		

\*Some sewer lines will require "heavy" cleaning due to mineral deposits.

<b>Bid Total</b>	
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