

ADDENDUM TWO

SOUTH CHICKAMAUGA CREEK SUB-BASIN 1 SEWER REHABILITATION

W-12-022-201

CITY OF CHATTANOOGA, TENNESSEE

The following changes and updates shall be made to the Contract Documents, Specifications, and Drawings:

- I. Submittal of Bid
 - a. Spec Section 00 21 13 Instruction to Bidders, Article 15 – Submittal of Bid, last sentence in paragraph 15.01 currently reads **“The Bidder shall submit one original and two copies of all documents in the envelope.”** This sentence shall now read **“The Bidder shall submit one original of all documents in the envelope.”**
 - b. **Specification section 00 21 13 Instruction to Bidders has been updated to reflect these changes and is attached to this addendum. Please replace the current section with this attachment.**
- II. Question and Responses
 - a. **Will the Owner approve Air Inversion/Steam Cure as a primary means of CIPP Installation?** No, see Spec Section 33 01 30.73 1.01B for what is allowed.
 - b. **The Spec state that Standard Polyester Resin or Enhanced Polyester Resin shall be used unless otherwise directed by the engineer. Is there an expectation that any other resins will be used on this project?** No, see Spec Section 33 01 30.73 2.01A for what is allowed.
 - c. **Will a combination of “PerpetuCoat Ultra High Build Epoxy” and “PerpetuCrete MSC” be accepted is an “or equal” product for manhole lining?** No, see spec Section 33 01 30.83 2.02 for what is allowed.
 - d. **Will there be any way to recoup the costs of time spent investigating manholes which are to have inflow dishes installed, only to discover the manholes have water tight frames and covers?** No, it is the contractor’s responsibility to verify manholes where inflow dishes are to be installed. See Spec Section 01 22 00 1.11C for clarification.
 - e. **The 84-inch line on pages 6, 7 and 8 are not having CIPP work done on them. Due to the costs of bypass, would the City accept the required manhole lining to terminate at the water level?** No, a complete watertight seal shall be provided throughout the manhole for all diameter manholes with less than 42-inch diameter mainline connections including but not limited to the pipe and manhole wall connections and invert channels, see Spec Section 33 01 30.83 3.011E & F.

For all diameter manholes with 42-inch or greater diameter mainline connections, lining shall be performed to a depth of 1-foot below the lowest manhole/tee connection point, see attached detail to this addendum for illustration.

III. Bid Form

- a. Spec Section 00 41 00 Bid Form, Line Items under Item No. 10 Manholes – Subsurface Rehabilitation currently reads as the following:

10.	Manholes - Subsurface Rehabilitation				
a.	Polymer Resin-Based Type 1 or 2 Lining 48-inch Diameter Manhole	1,500	VF	\$	\$
b.	Polymer Resin-Based Type 1 or 2 Lining 72-inch Diameter Manhole	36	VF	\$	\$
c.	Manhole Bench & Invert Repair	1	EA	\$	\$
d.	Grout Pipe Connections	1	EA	\$	\$
e.	Plug Abandoned Line at Manhole	1	EA	\$	\$

The Bid Form for Line Items under Item No.10 Manholes – Subsurface Rehabilitation shall now read as the following:

10.	Manholes - Subsurface Rehabilitation				
a.	Polymer Resin-Based Type 1 or 2 Lining 48-inch Diameter Manhole with Mainline Diameters Connections smaller than 42-inches	1,130	VF	\$	\$
b.	Polymer Resin-Based Type 1 or 2 Lining 72-inch Diameter Manhole with Mainline Diameter Connections smaller than 42-inches	36	VF	\$	\$
c.	Manhole Bench & Invert Repair	1	EA	\$	\$
d.	Grout Pipe Connections	1	EA	\$	\$
e.	Plug Abandoned Line at Manhole	1	EA	\$	\$
f.	Polymer Resin-Based Type 1 or 2 Lining 48-inch Diameter Manhole with Mainline Diameter Connections 42-inches or Larger	370	VF	\$	\$

- b. **Specification section 00 41 00 Bid Form has been updated to reflect these changes and is attached to this addendum. Please replace the current section with this attachment.**
- c. **Please add the Detail attached to this addendum to Appendix A of the bid package referencing manhole lining for all manhole diameters with 42-inch or greater diameter manhole connections.**
- d. Spec Section 01 22 00 paragraph 1.10 A first sentence currently reads “Payment will be made at the unit price bid for each manhole diameter and respective levels.” This

sentence shall now read "Payment will be made at the unit price bid for each manhole diameter and **their respective mainline diameter connection levels.**"

- e. **Specification section 01 22 00 Measurement and Payment has been updated to reflect these changes and is attached to this addendum. Please replace the current section with this attachment.**



January 25, 2017

/s/ Justin C Holland, Administrator
City of Chattanooga
Department of Public Works

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this Project is City of Chattanooga Purchasing Department, 101 East 11th Street, Suite G13, Chattanooga, TN 37402.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 The minimum qualifications of a responsible Bidder includes the following requirements:
- A. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
- B. The Bidder is licensed by the State of Tennessee to perform the work under this contract.
- C. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed 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 reasonably 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 Contract and to complete the Project contemplated therein. Adequate construction experience, for the purposes of this Project, shall mean meeting the experience requirements contained in Section 33 01 30.73, Article 1.03.

- D. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.
 - E. The Bidder shall demonstrate that he is familiar with the work covered by these Contract Documents.
- 3.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with the Bid written evidence such as previous experience, present commitments, and such other data as may be called for below.
- A. Completion of Statement of Bidder's Qualifications, as included elsewhere in this Project Manual.
 - B. Bidder's Tennessee contractor license number and classification.
- 3.03 To demonstrate Bidder's qualifications to perform the Work, within three days of Owner's request, Bidder shall submit written evidence such as financial data and such other data as may be requested by Owner.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.05 A Bidder may be deemed as not responsible if:
- A. Bidder fails to furnish adequate information for the Owner to determine if the Bidder is qualified.
 - B. Bidder fails to furnish information, evidence, and statements of the principal owner when the Bidder is owned 50 percent or more by another firm, corporation, or person.
 - C. Bidder is in arrears on any existing contracts, interested in any litigation against the City or having defaulted on a previous contract.
 - D. Bidder fails to have access to adequate equipment.
 - E. Bidder has uncompleted work which in the judgment of the City will hinder or prevent prompt completion of additional work, if awarded.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.

2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and

studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A Pre-Bid Conference will be held if so indicated in the Advertisement for Bids. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 7.03 Questions and other inquiries shall be submitted to the City of Chattanooga Purchasing Department, 101 East 11th Street, Suite G13, Chattanooga, TN 37402 and shall utilize the Request for Bidder Information which follows this section.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a certified check or cashier's check, a Bid bond (on the form attached or on a surety company's standard bid bond

form) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

- 8.02 If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 Attorneys-in-Fact of other officers who sign bid bonds for a surety company must file with such bonds a certified copy of his power of attorney authorizing him to sign said bonds.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents. No substitution requests will be considered.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar

projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item and alternate item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum and Unit Prices*

- A. Bidders shall submit a bid on a lump sum or unit price basis, as indicated on the Bid schedule, for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

- A. For cash allowances the various other Bid prices shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

14.03 *Alternates*

- A. The Bidder shall submit a bid for each item shown in the alternate(s).
- B. Bidding of Alternate No. ___ is optional.
- C. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each set of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, Bid Bond Form and the required documents listed below. The unbound copy of the Bid Form is to be completed and submitted with the Bid security along with the documents listed below. **The Bidder shall submit one original of all documents in the envelope.**

- A. Statement of Bidders Qualifications
- B. Affidavit of No Collusion by Prime Bidder
- C. Drug-Free Workplace Affidavit

D. Attestation Regarding Personnel Used in Contract Performance

E. Certification By Proposed Prime or Subcontractor Regarding Equal Employment Opportunity

F. Certification Regarding Debarment, Suspension and Other Responsibility Matters

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in a sealed envelope with the "Contractor's Identification" form securely attached thereto and shall contain the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the place indicated in the Advertisement for Bids.

15.03 The Bidder shall comply with Tennessee Code Annotated (TCA) Chapter 6 of Title 62, hereby incorporated by reference. Except for bids in an amount less than twenty five thousand dollars, the Bidder shall provide the name, license number, expiration date thereof, and license classification of the contractors applying to the bid for the prime contract and for the masonry contract where the total cost of the masonry portion of the construction project exceeds one hundred thousand dollars, materials and labor, electrical, plumbing, heating, ventilation and air conditioning contracts on the outside of the envelope containing the Bid. Only one contractor in such classification may be listed. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars, materials and labor, the electrical, plumbing, heating, ventilation and air conditioning shall be so designated upon the outside of the envelope. When the bid is less than twenty five thousand dollars, the name of the contractor only shall appear on the outside of the envelope containing the bid. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 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 its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

16.03 A bid may be withdrawn after the time period stated in the Advertisement for Bids after the date of the opening of the bids, provided that the Bidder has not been notified within said time period that his bid has been accepted.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the

amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

- 17.02 The officer whose duty is to open them will decide when the specified time has arrived, and no bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

17.03 Filing of Proposal

- A. No proposals will be considered by the City unless they are filed in sealed envelopes with the City within the time limit for receiving proposals as stated in the advertisement and shall be made on proposal forms attached to Specifications, together with the Contract Documents, Bid Bond, and Statement of Compliance with General Contractors Licensing Law and other required miscellaneous forms, all of which are to be sealed in an envelope addressed to the City of Chattanooga, Tennessee, with the completed "Contractor's Identification" form securely attached thereto.
- B. Each proposal must contain the full name and address of each person, firm or corporation interested therein. In case of a partnership, the name and address of each partner must be stated. The firm, corporation or individual name of the bidder must be signed in the space provided for the signature on the proposal blank. In case of a corporation, the title of the officer signing must be stated, and the person signing shall also state under the laws of what State the corporation was chartered and the names and titles of the officers having authority, under the by-laws, to sign contracts. The proposal shall also be attested by its Secretary. In case of a partnership or firm, the signature of at least one of the partners must follow the firm name.

- 17.04 Opening of Proposals. The proposals filed with the City will be opened at the time stated in the advertisement. Bidders are invited to attend the meeting at the time set for opening of proposals, at which time they should make any protests as to procedure followed in inviting bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Advertisement for Bids, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Nothing herein shall be deemed to limit the discretion of the City to determine whether or not a bidder not hereby disqualified is the lowest responsible bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 A bid may be declared by the Owner to be non-responsive for, but not limited to, any of the following reasons:
- A. Bid contains blanks, Proposal is not complete or required accompanying documents, certifications, and statements are not included.
 - B. Bid contains modifications or alterations of the Bid Form or other Contract Documents.
 - C. Bid is a qualified or conditional bid.
 - D. Bid contains unrealistic data, erroneous data, inaccurate data, or data that cannot be documented or substantiated.
- 19.05 Bidders debarred or suspended under Chattanooga City Code, Part II, Chapter 2, Article XX (Ordinance No. 8259), or who are debarred or suspended by operation of any other applicable state or federal law or regulation, are not eligible to be contractors or subcontractors to this contract.
- 19.06 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.08 All Bidders are required to execute a notarized Affidavit of No Collusion by Prime Bidder, and a Bidder who fails to do so will be disqualified.
- 19.09 The Contracts will be awarded to the responsive, responsible Bidders submitting the lowest Bid complying with the conditions of the Contract Documents. Award will be made on the basis of the prices given in the Bid, including or not including alternates, at the discretion of the Owner.
- 19.10 Conditions Precedent to Award of Contracts. The following stipulations shall all and severally be conditions precedent to the award by the City of Chattanooga of all contracts for construction, to-wit:

- A. No member of the City Council nor any officer, director or other person whose duty it is to vote for, let out, overlook or in any manner superintend this contract and who is related to said member within the third degree by either consanguinity or affinity, nor any other official who may be directly interested in this contract or work of any kind whatsoever under its direction. "Directly interested" means any contract with the official himself or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" shall include the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation.
- B. It shall not be lawful for any officer, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which the City shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges his interest and rescues himself from any of his duties which include the consideration of, voting on, letting out, overseeing, or superintending the work or contract giving rise to the conflict. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county. (See T.C.A. Section 12-4-101, et seq.)
- C. The essence of all the contracts shall be excellence of quality, integrity and durability of the completed product as specified; and the contractor hereunder shall be held responsible therefor.
- D. The contractor shall maintain and guarantee the integrity of the completed work for a full period of one year after the completion as set forth more fully in Section 4 of these General Provisions.
- E. The decisions of the Engineer, as to quality, integrity and durability of the work shall be final and conclusive as to all parties to said contract, whether it be directly by and between the contractor and said City or by and between him and another party; and said Engineer shall have full authority to condemn by written notice to contractor, or his agent or foreman on job, and shall order the removal, reconstruction and restoration of all work that in his opinion, is in any respect inferior, defective or faulty, or that shows signs of disintegration and failure, at any time before final estimate is issued and payment made therefor, or within a period of one year after the completion and acceptance thereof in writing by the City.
- F. Contractor shall remove, reconstruct and restore all such condemned work in full conformance with the specifications, and in complete compliance with the requirements of the official notice, in writing, of said Engineer relating thereto, and within the period of time designated in the notice.
- G. Should the contractor neglect, refuse, or fail to remove, reconstruct and restore all of the defective work so condemned and rejected, within the period of time, as required by said official notice, then and in event of such failure on contractor's part, whether said work was executed by contract directly with the City or by private contract directly with other parties, the City of Chattanooga will look to and require, respectively, the surety on the Performance Bond, executed by the contractor under contract directly with said City, to make good and have all such defective and condemned work

removed, reconstructed and restored in complete compliance with the requirements of the official notice of said Engineer to that effect; and likewise, in the event that such work was done under private contract, as aforesaid, the City of Chattanooga will look to and require the surety on the Performance Bond executed by said contractor to make good and have all such defective and condemned work removed, reconstructed and restored in complete compliance with the requirements of the official notice of said Engineer to that effect, in each instance as the case may be.

- H. The unit price bid by the contractor for any and all work and the compensation to be paid therefore shall cover and include the cost of all materials, forms, supports, labor, work and things necessary for a complete workmanlike job, and shall also include the cost of all services, duties and obligations of said contractor and of the corresponding surety on the Performance Bond collateral therewith as stipulated in subsections above set out, to the satisfaction and approval of the Engineer.

19.11 Award of Contract.

- A. The City acting by and through the City Council will either award the contract or reject all proposals received thereon after the formal opening of proposals and evaluation of the bids.
- B. The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with the requirements of the City.
- C. Projects will be awarded only to responsible bidders, and an award will not be made in any case, until all necessary investigations have been made into the responsibility of the low bidder.
- D. If the project is funded in part by a state or federal grant, then the award may be subject to the concurrence of the granting contract agency.
- E. All references to contract include each to be awarded where multiple awards are made. Alternates may be awarded at the discretion of the Owner within 15 days after the Notice to Proceed.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, Owner shall notify the Successful Bidder that the required number of unsigned counterparts of the Agreement along with the other Contract Documents will be available to be picked up, which are identified in the Agreement as attached thereto. Within ten days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully

signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

- 21.02 Upon failure of the bidder to execute the required bonds or to sign the required contract within ten days after the contract is awarded, he will be considered to have abandoned his proposal and the City may annul the award. By reason of the uncertainty of market prices of materials and labor, and it being impracticable and extremely difficult to fix the amount of damages to which the City would be put by reason of said bidder's failure to execute said bonds and contract within ten days, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the City will suffer by reason of such failure on the part of the bidder and shall thereupon immediately be forfeited to the City. The filing of a proposal will be considered as an acceptance of this provision.

ARTICLE 22 – DELETED

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – DELETED

ARTICLE 25 – DELETED

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**SOUTH CHICKAMAUGA CREEK SUB-BASIN 1 SANITARY SEWER REHABILITATION
CONTRACT NUMBER W-12-022-201**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Chattanooga, Tennessee
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, Tennessee 37402

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for period of time after the Bid opening as stated in the Advertisement for Bids, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities)

- that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - J. Where this Bid Form contains the provision for a bid based on a lump sum price, the Bidder shall be responsible for having prepared its own estimate of the quantities necessary for the satisfactory completion of the Work specified in these Contract Documents and for having based the lump sum price bid on its estimate of quantities.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price
1.	24 Inch Gravity Sewer				
a.	16.5 mm CIPP to include Bypass Pumping	363	LF	\$	\$
2.	18-Inch Gravity Sewer				
a.	10.5 mm CIPP to include Bypass Pumping	300	LF	\$	\$
b.	12 mm CIPP to include Bypass Pumping	2,650	LF	\$	\$
c.	13.5 mm CIPP to include Bypass Pumping	361	LF	\$	\$
d.	15 mm CIPP to include Bypass Pumping	123	LF	\$	\$
e.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 7-foot to 12-foot Depth	4	EA	\$	\$
f.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 13-foot to 19-foot Depth	3	EA	\$	\$
g.	Mainline Sewer Point Repair 13-foot to 19-foot Depth - Open Cut Repair up to 20 Feet in Length	1	EA	\$	\$
3.	15-inch Gravity Sewer				
a.	10.5 mm CIPP to include Bypass Pumping	2,395	LF	\$	\$
b.	13.5 mm CIPP to include Bypass Pumping	338	LF	\$	\$
c.	Service Lateral Repair - CIPP connection and up to 25 Linear Feet (without clean-out installation)	3	EA	\$	\$
d.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 7-foot to 12-foot Depth	9	EA	\$	\$
e.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 13-foot to 19-foot Depth	8	EA	\$	\$
f.	Remove Intruding Lateral Tap or Gasket	1	EA	\$	\$
g.	Mainline Sewer Point Repair 7-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length	1	EA	\$	\$
4.	12-Inch Gravity Sewer				
a.	9 mm CIPP to include Bypass Pumping	592	LF	\$	\$
b.	10.5 mm CIPP to include Bypass Pumping	231	LF	\$	\$
c.	Service Lateral Repair - CIPP connection and up to 25 Linear Feet (without clean-out installation)	3	EA	\$	\$

d.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 20-foot to 24-foot Depth	1	EA	\$	\$
e.	Remove Intruding Lateral Tap or Gasket	1	EA	\$	\$
f.	Mainline Sewer Point Repair 7-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length	1	EA	\$	\$
5.	8-inch Gravity Sewer				
a.	PVC SDR 26 Mainline Sewer Sectional Open Cut Replacement - 0-foot to 6-foot Depth	40	LF	\$	\$
b.	PVC SDR 26 Mainline Sewer Sectional Open Cut Replacement - 7-foot to 12-foot Depth	30	LF	\$	\$
c.	6.0 mm CIPP to include Bypass Pumping	2,486	LF	\$	\$
d.	Service Lateral Repair - CIPP connection and up to 25 Linear Feet (without clean-out installation)	6	EA	\$	\$
e.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 0-foot to 6-foot Depth	2	EA	\$	\$
f.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 7-foot to 12-foot Depth	7	EA	\$	\$
g.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 13-foot to 19-foot Depth	1	EA	\$	\$
h.	Remove Intruding Lateral Tap or Gasket	1	EA	\$	\$
i.	Mainline Sewer Point Repair 0-foot to 6-foot Depth - Open Cut Repair up to 20 Feet in Length	2	EA	\$	\$
j.	Mainline Sewer Point Repair 7-foot to 12-foot Depth - Open Cut Repair up to 20 Feet in Length	6	EA	\$	\$
6.	6-inch Gravity Sewer				
a.	4.5 mm CIPP to include Bypass Pumping	331	LF	\$	\$
b.	Service Lateral Repair - CIPP connection and up to 25 Linear Feet (without clean-out installation)	2	EA	\$	\$
c.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 0-foot to 6-foot Depth	1	EA	\$	\$
d.	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 7-foot to 12-foot Depth	2	EA	\$	\$
e.	Remove Intruding Lateral Tap or Gasket	1	EA	\$	\$
7.	CCTV & Cleaning of Mainlines				
a.	Post CCTV Inspection of Mainlines of 6-inch to 15-inch Mainlines	6,373	LF	\$	\$
b.	Post CCTV Inspection of 18-inch Mainlines	3,437	LF	\$	\$
c.	Post CCTV Inspection of 24-inch Mainlines	363	LF	\$	\$
d.	Pre-Installation Cleaning of 6-inch to 15-inch Mainlines	6,373	LF	\$	\$
e.	Pre-Installation Heavy Cleaning of 6-inch to 15-inch Mainlines	2,000	LF	\$	\$
f..	Pre-Installation Cleaning of 18-inch Mainlines	3,437	LF	\$	\$
g.	Pre-Installation Heavy Cleaning of 18-inch Mainlines	1,500	LF	\$	\$

h.	Pre-Installation Cleaning of 24-inch Mainlines	363	LF	\$	\$
i.	Pre-Installation Heavy Cleaning of 24-inch Mainlines	363	LF	\$	\$
8	Service Laterals				
a.	Pre CCTV Inspection of Service Laterals (All Mainline Diameters)	52	EA	\$	\$
b.	Serviced Lateral Repair - CIPP Beyond Initial 25 Linear Feet	100	LF	\$	\$
c.	Replacement - 0 foot to 6 foot Depth Cut Beyond First 25-Linear Feet	50	LF	\$	\$
d.	Replacement - 7 foot to 12 foot Depth Cut Beyond First 25-Linear Feet	50	LF	\$	\$
e.	Replacement - 13 foot to 19 foot Depth Cut Beyond First 25-Linear Feet	50	LF	\$	\$
f.	Coring and Brushing of Laterals	52	LF	\$	\$
9	4-Foot Diameter Precast Concrete Manholes				
a.	Replace Wall Section and Cone	1	EA	\$	\$
10.	Manholes - Subsurface Rehabilitation				
a.	Polymer Resin-Based Type 1 or 2 Lining 48-inch Diameter Manhole with Mainline Diameter Connections smaller than 42-inches	1,130	VF	\$	\$
b.	Polymer Resin-Based Type 1 or 2 Lining 72-inch Diameter Manhole with Mainline Diameter Connections smaller than 42-inches	36	VF	\$	\$
c.	Manhole Bench & Invert Repair	1	EA	\$	\$
d.	Grout Pipe Connections	1	EA	\$	\$
e.	Plug Abandoned Line at Manhole	1	EA	\$	\$
f.	Polymer Resin-Based Type 1 or 2 Lining 48-inch Diameter Manhole with Mainline Diameter Connections 42-inches or Larger	370	VF	\$	\$
11	Manholes - Surface Rehabilitation				
a.	Inflow Dish	49	EA	\$	\$
b.	Raise to Grade	3	EA	\$	\$
c.	Replace Frame and Cover	1	EA	\$	\$
d.	Watertight Frame and Cover	32	EA	\$	\$
e.	Realign and Seal Frame	11	EA	\$	\$
f.	Chimney Seal	24	EA	\$	\$
g.	Steel/Concrete Bollards	4	EA	\$	\$
12	Pavement Removal and Replacement				
a.	Asphalt Pavement	1,750	LF	\$	\$
b.	Finished Concrete (Driveways/Sidewalks)	100	LF	\$	\$
c.	Concrete (Curb & Gutter)	100	LF	\$	\$
13.	Cash Allowances				

a.	Soils and Concrete Testing	ALLOWANCE				\$	2,000.00
b.	Cured-In-Place Testing Laboratory	ALLOWANCE				\$	6,000.00
c.	Construction Verification Surveying	ALLOWANCE				\$	2,500.00
* * * Additional Work If Ordered By The Owner/Engineer * * *							
14.	Additional Work if Ordered by the Owner/Engineer						
a.	Trench Stabilization	100	LF	\$			
b.	Concrete Encasement	100	LF	\$			
c.	Crushed Stone	250	CY	\$			
d.	Excessive Leak Stop	20	EA	\$			
e.	Flowable Fill	150	CY	\$			
f.	Filter Fabric	150	SF	\$			

BID TOTAL, ITEMS 1 THROUGH 14, INCLUSIVE, THE AMOUNT OF _____

_____ DOLLARS (\$_____).

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Statement of Bidders Qualifications
 - B. Affidavit of No Collusion by Prime Bidder
 - C. Drug-Free Workplace Affidavit
 - D. Attestation Regarding Personnel Used in Contract Performance
 - E. Certification By Proposed Prime or Subcontractor Regarding Equal Employment Opportunity
 - F. Certification Regarding Debarment, Suspension and Other Responsibility Matters

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attest: _____
(Notary)

Name (typed or printed): _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Attest: _____
(Signature of another Partner)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Name (typed or printed): _____

Date of Qualification to do business in Tennessee is _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

All Bidders shall complete the following:

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Primary Contact: _____

E-mail: _____

Submitted on _____, 201__.

State Contractor License No. _____.

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Part 1 General

1.01 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings and Specifications.

1.02 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the documented field measurements. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.

1.03 General

- A. No separate payment shall be made for clearing and constructing access roads to sewers.
- B. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.
- C. No separate payment shall be made for the cost incurred to repair damaged property. This includes concrete or asphalt driveways, except where payment is authorized for Same Trench Sewer Replacement.
- D. Construction Along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.
- E. No additional payment will be made for replacement of defective materials.
- F. All costs related to the implementation of the easement and permit stipulations shall be included in the unit price bid for the item to which it pertains.
- G. No separate payment will be made for clean-up and testing. Any cost for labor, materials and equipment required for clean-up shall be included in the unit price bid for the item to which it pertains.
- H. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the Contractor's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.
- I. No separate payment will be made for by-pass pumping.

1.04 Erosion and Sedimentation Control

- A. No separate payment shall be made for temporary and/or permanent erosion and sedimentation controls or replacement of landscaping disturbed by inspection, replacement or rehabilitation activities. All temporary and/or permanent erosion and sedimentation control costs shall be included in the unit price bid for the item to which it pertains.
- B. No payment will be made for any portion of the Project for which temporary erosion and sedimentation controls are not properly maintained.

1.05 Cleaning of Sewers

- A. Pre-Installation Cleaning of Pipelines
 - 1. Payment will be made at the unit price bid for each pipe diameter. Quantities shall be determined from field measurements verified in writing by the Engineer.

2. Measurement for payment for sewers shall be from centerline of manhole to centerline of manhole.
3. Payment will be based on the actual footage of pipe cleaned. Additional passes required to clean lines to the level specified in Section 33 01 30.14 will not be counted for payment purposes. Unit prices shall include jetting in sewers both upstream and downstream.
4. The sewers to be cleaned convey sanitary sewage and/or or combined sewage. In many instances such sewers are subject to high flows, either continuously or in a periodically varying cycle, due to rainfall, infiltration, and/or pumping operations. The Contractor shall include in the unit price bid all costs for dealing with such variations, and where necessary, schedule the work to accommodate such variation in flows.
5. The cost of trapping, removing, hauling and disposing of the residual wastes captured during cleaning operations shall be included in the unit price bid.

B. Heavy Cleaning of Pipelines

1. The Contractor shall be paid for heavy cleaning on the basis of the distance loosened debris is moved to the nearest point of extrication from the sewer. Payment shall be calculated on a lineal foot basis and be paid in addition to the normal cleaning rate on the bid form.
2. Heavy cleaning must be pre-approved by the Engineer.

C. Cleaning of service laterals will be considered as incidental costs with no separate payment being made.

1.06 Pre-Installation of Service Laterals and Post-Installation of Sewers Closed Circuit Television (CCTV) Inspection

- A. Payment will be made at the unit price bid for each pipe diameter and service lateral. Quantities shall be determined from field measurements verified in writing by the Engineer.
- B. Measurement for payment for sewers shall be from centerline of manhole to centerline of manhole. Measurement for payment for laterals shall be for lengths authorized by the Engineer.
- C. Payment will be based on the actual footage of pipe inspected and shall include all items necessary to perform the specified work and provide the specified work product.

1.07 Sewer Cured-In-Place Rehabilitation

- A. Payment will be made at the unit price bid for each diameter and CIPP thickness

constructed. Quantities shall be determined from field measurements verified in writing by the Engineer. Post inspection videos conforming to Section 33 01 30.73 of these Specifications shall be submitted to and reviewed and approved by the Engineer prior to application for payment of the completed CIPP.

- B. Measurement shall be from centerline of manhole to centerline of manhole.
- C. No additional payment will be made for additional work items required to rehabilitate and test the work to the level specified in Section 33 01 30.73 including but not limited to bypass pumping.
- D. No separate payment shall be made for clearing and constructing access roads to sewers for CIPP rehabilitation.

1.08 Same Trench Sewer Replacement, Open Cut Lateral Replacement and Point Repairs

- A. Existing Utilities and Obstructions
 - 1. Horizontal Conflict: Payments for conflicts with existing utilities shall be made only where additional manholes and/or additional lengths of pipe are approved by the Engineer. Said payment shall be made at the unit prices in the Bid. No other payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance or relocation of existing utilities, mains or services or changing the horizontal alignment of the sewer.
 - 2. Vertical Conflict: Where authorized by the Engineer, payment for additional depth of cut required to avoid vertical conflicts shall be made at the unit prices bid for gravity sewer. No payment will be made for relocation of existing utilities.
- B. Location and Grade: No separate payment shall be made for survey work performed by or for the Contractor in the establishment of reference points, bench marks, limits of right-of-way or easement, including their restoration, as well as centerline or baseline points.
- C. Trench Excavation: No separate payment will be made for trench excavation. All costs shall be included in the unit price bid for the item to which it pertains at the appropriate depth.
- D. Sheet piling, Bracing and Shoring: No separate payment will be made for providing any sheet piling, bracing and shoring.
- E. Rock Excavation: No separate payment will be made for rock excavation. The cost of such work and all associated costs shall be included in the unit price for the item to which it pertains.
- F. Dewatering Excavations: All costs of equipment, labor and materials required for dewatering shall be included in the price bid for the item to which it pertains.

G. Trench Stabilization

1. No payment for trench stabilization shall be authorized until after the trench has been dewatered. If the pipe is installed in an inadequately prepared trench bottom, the Engineer shall notify the Contractor in writing of the deficiency and will not authorize payment for that portion of that length of pipe which was improperly installed.
2. Payment for trench stabilization shall be made on the basis of the amount authorized and the unit price bid for Trench Stabilization. Payment shall include all costs for the removal and disposal of the unsuitable material and replacement with crushed stone. No additional payment will be made for material required for specified bedding.
3. Payment for filter fabric shall be at the unit price bid for Filter Fabric under trench stabilization. Payment shall include all costs for the placement of filter fabric.

H. Bedding and Haunching

1. The unit price bid for pipe for gravity sewer shall include excavation of the trench to the depth below the pipe necessary to provide specified bedding and to lay the sewer to grade.
2. No additional payment will be made for additional trench depth.
3. No separate payment will be made for material used to provide specified bedding. The cost of all bedding materials shall be included in the unit price bid for the item to which it relates, except for trench stabilization.
4. No additional payment will be made for improved bedding required to compensate for over excavation of the trench.

I. Initial Backfill

1. No separate payment shall be made for initial backfill.
2. No separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.
3. No separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet the compaction requirements.
4. No separate payment shall be made for providing select material if the insitu material cannot meet the compaction requirements.

J. Final Backfilling

1. No additional payment will be made for additional material when excavated

materials are used.

2. No separate payment shall be made for drying out the final backfill material in order to meet the compaction requirements.
 3. No separate payment shall be made for the adding of moisture to the final backfill materials in order to meet the compaction requirements.
 4. No additional payment will be made for providing select material if the insitu material cannot meet the compaction requirements.
- K. Additional Material: No separate payment will be made for additional earth or fill materials imported to the Project site.
- L. No separate payment shall be made for detection tape or tracing wire.
- M. No payment will be made for cutting and beveling pipe.
- N. Concrete Encasement: Payment for concrete encasement shall be at the unit price in the bid.
- O. All costs associated with point repairs and sectional replacement shall include locating the damaged segment, excavating, removing and replacing the segment with PVC pipe, labor and materials for connecting the new sewer with the existing sewer, backfilling, compacting, discarding the removed pipe and all necessary bypass pumping.
- P. Point Repairs: The unit price bid for Point Repairs shall include all costs for replacing up to twenty linear feet of existing sewer with PVC pipe. If the length of sewer to be repaired is greater than twenty feet, then payment will be authorized for an additional twenty foot increment. No consideration for additional compensation will be made for varying depths. Pipe and its installation shall conform to the requirements set forth for Same Trench Sewer Replacement.
- Q. Open Cut Service Lateral Replacement: Payment will be based on the actual footage of pipe rehabilitated. Open cut service lateral rehabilitation will be paid by a unit cost for the first 25 feet of each lateral plus a cost per linear foot for any footage beyond the initial 25 feet. Payment shall also include locating existing service lines and determining requirements for the connection.
- R. No separate payment shall be made for clearing and constructing access roads to sewers for sewer rehabilitation.

1.09 Service Lateral Rehabilitation

- A. Cured-In-Place (CIPP) Lateral Lining

1. Payment will be based on the actual footage of pipe rehabilitated. Service lateral rehabilitation will be paid by a unit cost for the first 25 feet of each lateral plus a cost per linear foot for any footage beyond the initial 25 feet. Additional work items required to rehabilitate and test the lines to the level specified in Section 33 01 30.74 will not be counted for payment purposes. Post inspection videos conforming to Section 33 01 30.16 of these Specifications shall be submitted to and reviewed and approved by the Engineer prior to application for payment of the completed CIPP and shall be included in the unit cost of for each lateral.
 2. No separate payment will be made for installation of cleanouts on rehabilitated service laterals which were installed for the purpose of facilitating installation of the CIPP.
- B. Sewer Service Reinstatement – Coring and Brushing: Payment for coring and brushing the service laterals shall be paid for at the appropriate unit price under Service Lateral Reinstatement Coring and Brushing in the bid. Measurement for payment shall be made on a unit quantity basis. Post inspection videos conforming to Section 33 01 30.16 of these Specifications shall be submitted to and reviewed and approved by the Engineer prior to application for payment of the completed Sewer Service Reinstatement.
- C. Remove Protruding Service Lateral: Payment for removal of protruding service laterals in sanitary sewer pipelines utilizing a remotely controlled robotic cutting device in order to facilitate installation of cured-in-place pipe rehabilitation will be made at the unit price bid for each pipe diameter and service lateral removed.

1.10 Subsurface Manhole Rehabilitation

- A. Payment will be made at the unit price bid for each manhole diameter and **their respective mainline diameter connection levels**. Quantities shall be determined from field measurements verified in writing by the Engineer.
- B. Vertical depth measurement shall be to the actual dimension of the work.
- C. Payment will be based on the actual vertical footage of manhole rehabilitated. Additional setups required to rehabilitate manholes to the level specified in Section 33 01 30.83 will not be counted for payment purposes.
- D. Payment shall not be made for the installed lining until after:
1. The manhole passes the vacuum, spark arrestor and/or adhesion test.
 2. The final post-rehabilitation CCTV showing installed CIPP connecting to the manhole as specified elsewhere in the Specification.
- E. No separate payment will be made for grouting required to stop leaks unless authorized by the Engineer or Owner.

Measurement and Payment

- F. Additional work items required to rehabilitate and test the lines to the level specified in Section 33 01 30.83 will not be counted for payment purposes.
- G. No separate payment shall be made for clearing and constructing access roads to sewers or necessary bypass pumping.
- H. Grout Pipe Connections and Excessive Leak Stops unit prices bids shall be of the materials specified and installed according to Specification 330130.83. The unit price shall also include the amount of grout necessary to stop infiltration.

1.11 Surface Manhole Rehabilitation

- A. Payment will be made at the unit price bid for each manhole rehabilitation bid item. Quantities shall be determined from the number of each item installed or constructed and approved by the Engineer.
- B. Payment will be based on the actual type and quantity of manhole rehabilitation item installed or constructed. Additional setups required to rehabilitate manholes to the level specified in Section 33 01 30.84 will not be counted for payment purposes.
- C. The size and dimensions of the manhole dishes should be field verified by the Contractor prior to purchasing necessary materials for construction.

1.12 Precast Concrete Manhole Replacement

- A. Measurement for payment at the unit price for manholes shall be made on a unit quantity basis.
- B. Payment for precast concrete manhole replacement shall include two penetrations for influent and effluent pipelines regardless of diameter. Payment for additional penetrations shall be made from the unit price for penetrations to precast concrete manholes.
- C. No separate or additional payment will be made for testing, bedding, connecting pipes to manholes, constructing invert, plugging abandoned pipes, risers or frame and cover.

1.13 Removing and Replacing Pavement

- A. Payment for removing and replacing pavement will be made as a separate item based on the measured quantity replaced at the unit price in the Bid. The unit price bid shall include all costs associated with removing and replacing pavement, including providing select backfill if necessary, traffic control and temporary measures for maintaining traffic. Only those lengths of pavement replacement associated with Same Trench Sewer Replacement or Open Cut Service Lateral Replacement will be eligible for payment.
- B. Payment for removing and replacing pavement will be made only for that length for which the pipeline is constructed underneath the pavement as shown on the

Drawings.

- C. Payment for soils testing shall be made from the "soils and concrete testing" cash allowance. No payment shall be made for tests that fail to verify required results.
- D. No additional payment will be made for removing and replacing damaged adjacent pavement.
- E. Costs for removal and replacement of sidewalks and curb and gutter shall be included in the unit price bid for the item to which it pertains.

1.14 Clean-Up

No payment will be made for any portion of the Project for which clean-up and restoration has not been completed, to the satisfaction of the Engineer and Owner.

1.15 Cash Allowances

A. General

- 1. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.
- 2. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition. The Contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction, density tests, concrete tests, cured-in-place pipe samples and any other samples required for testing.
- 3. No payment shall be provided for services that fail to verify required results.

- B. Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.

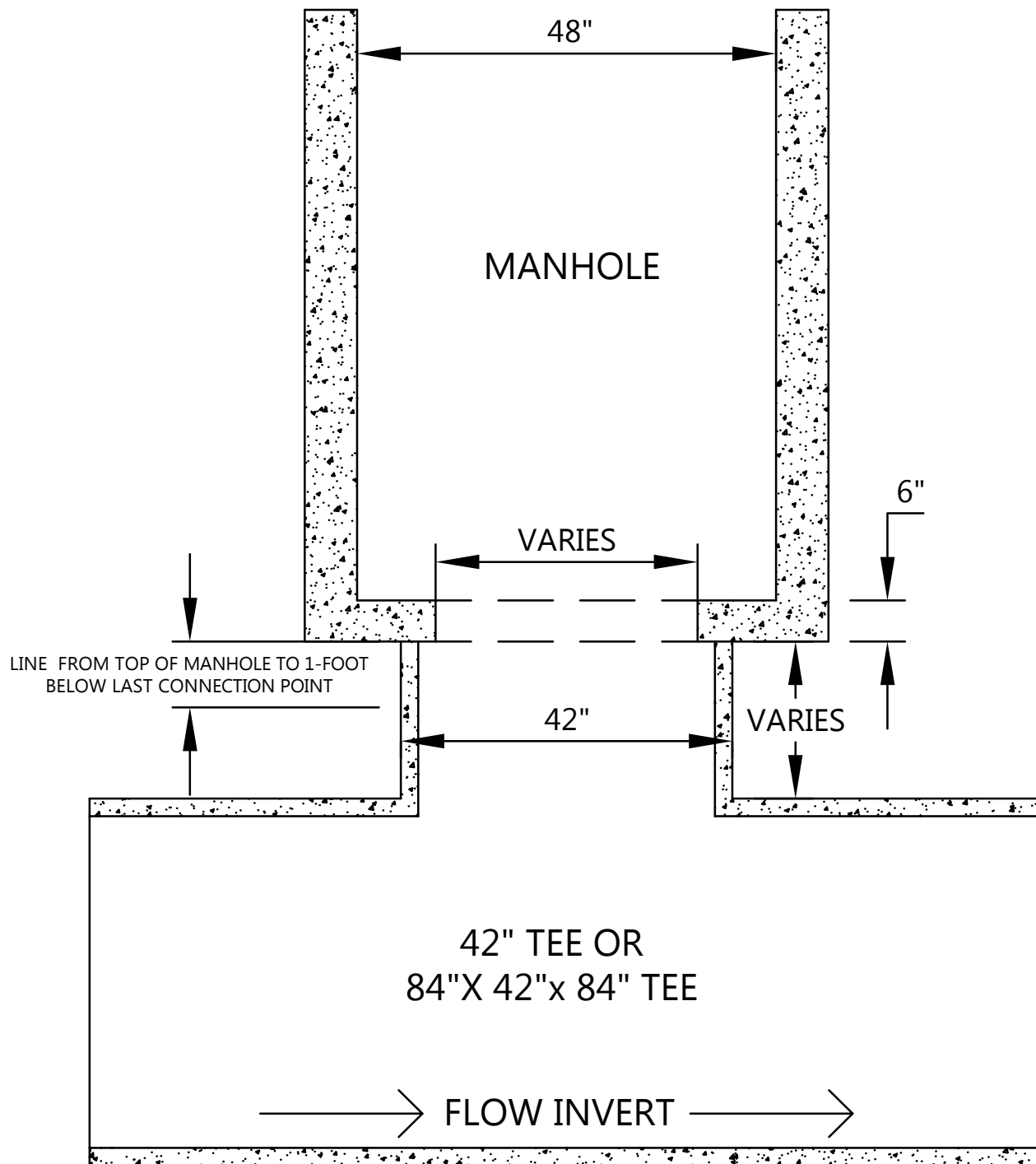
C. Documentation

- 1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
- 2. Submit results of services provided which verify required results.

D. Schedule of Cash Allowances

1. Soil, Concrete and Materials Testing: Allow the amount provided in the Bid for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and backfill, and similar issues and for the testing of concrete cylinders for poured in place concrete and testing physical properties of manhole lining materials.
2. Cured-In-Place Pipe Testing Laboratory Services: Allow the amount provided in the Bid for the services of a laboratory testing firm and testing laboratory, when ordered by the Engineer to verify physical properties of the cured in place pipe materials.
3. Construction Verification Surveying
 - a. Allow the amount provided in the Bid for construction surveying by an independent surveying firm, selected by the Owner, to perform horizontal and vertical alignment checks at the discretion of the Engineer.
 - b. This allowance is solely for the use of the Engineer for verification of the Contractor's reference points, centerlines and work performed. The presence of this cash allowance in no way relieves the Contractor of the responsibility of installing reference points, centerlines, temporary bench marks or verifying that the work has been performed accurately.

END OF SECTION



LINING MANHOLES WITH 42-INCH
OR LARGER MAINLINE CONNECTION

 **Littlejohn**
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SCALE NONE

Proj. # **W-12-022-201**

Date: **1/26/2017**